

Beaver Dam Women's Health, LTD

Terms of Use Agreement

Last Updated: _____

1. Introduction

Welcome to Beaver Dam Women's Health, Ltd. ("BDWH") This Terms Of Use Agreement sets forth the Agreement between BDWH and each user (referred to as "you" or "user") governing the use by you of this site. Please read this Agreement carefully before using this site. By using this site, you agree to comply with the Terms Of Use. If you do not agree to the terms and conditions of this Terms Of Use Agreement, you may not access or otherwise use this site.

2. Not Medical Advice

The information and other content provided on and through this site relating to medical and health care, including without limitation any products, information, services and other content provided on any site to which this site links (each a "Linked Site"), are provided for informational purposes only to facilitate discussions with your physician or other healthcare professionals (collectively, "Healthcare Professional") regarding treatment options.

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6. Site Usage/Termination of Usage

You agree to use this site only for lawful purposes, and that you are responsible for your use of and communications on the site. You agree not to post on or transmit through this site any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including without limitation any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use this site in any manner that interferes with its normal operation or with any other user's use and enjoyment of the site. You agree not to reproduce, modify, distribute, replicate, commercially exploit or create derivative works of any portion of the site or material thereon, except as expressly allowed herein.

You further agree that you will not access BDWH's website by any means except through the interface provided by BDWH for access to the site. You agree that you will not access this site from any territory where its contents are illegal, and that you, and not BDWH and its Affiliates, are responsible for compliance with applicable local laws.

These terms are effective unless and until terminated by either you or BDWH. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. BDWH also may terminate or suspend this Agreement, at any time, without notice, and accordingly deny you access to the site, if in BDWH's sole discretion you fail to comply with any term or provision of this Agreement or your use is harmful to the interests of another user or BDWH or its Affiliates.

7. Changes to Terms of Use Agreement

This information was last updated on the date set forth at the beginning of this Agreement. BDWH may, in its sole discretion, amend this Terms of Use Agreement from time to time. Please check this Agreement area periodically for changes. Use of this site after any modification confirms that you consent to this Agreement as modified

8. Applicable Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to choice of law rules. By using this site you agree to submit to personal jurisdiction in the State of Wisconsin and further agree that any cause of action arising from or relating to the use of this site or this Agreement shall be brought exclusively in Federal or State Courts for Dodge County, Wisconsin.

At the sole discretion of BDWH, any claim, dispute or controversy arising or concerning this site and/or this agreement shall be decided by binding arbitration with the Rules of the American Arbitration Association and any such arbitration shall be brought and held in Dodge County, Wisconsin, USA. The decision of the arbitrator shall be conclusive upon all parties involved and judgment upon any award of the arbitrator by any court having competent jurisdiction. This provision shall be specifically enforced by a court of competent jurisdiction.

9. Miscellaneous

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation."

The failure of BDWH or its Affiliates to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term and shall not be considered to waive or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement. You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of this site or this Agreement must be filed within one (1) year after such claim or cause of action arose, or will be forever barred. The "No Warranty - Disclaimer" and "Limitation of Liability" provisions of this Agreement are for the benefit of BDWH and its Affiliates as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

10. Entire Agreement

This Agreement constitutes the entire and only Agreement between BDWH and each user of this site with respect to the subject matter of this Agreement and supercedes any and all prior or contemporaneous Agreements, representations, warranties and

understandings, written or oral, with respect to the subject matter of this Agreement. You agree to review this Agreement prior to your use of this site and your use of this site shall be deemed acceptance of and assent to this Agreement by you.