



## TERMS OF USE

These Terms of Use (the "Agreement") set forth the terms and conditions that apply to your use of the Web site located at <http://www.femcentre.com> and the services and materials offered thereon (the "Service") which are offered to you by FEM Centre. BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. If you do not agree to be bound by this Agreement, please discontinue your use of the Service.

### 1. Restrictions on Use

The Service is a computer online service. It is accessible to you through a personal computer, or other access device at <http://www.femcentre.com> (the "FEM Centre Site") using a communications connection (e.g., modem and telephone line). As part of the Service, you will be provided with information, editorial content, links to other Web sites and other computer services that FEM Centre may decide to offer, subject to the terms hereof. FEM Centre may, in its sole discretion, discontinue or alter any aspect of the Service, including, but not limited to, (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems), (iii) restricting the amount of use permitted, and (iv) restricting or terminating any User's right to use all or part of the Service, at any time in FEM Centre's sole discretion and without prior notice or liability. You are responsible for all charges (e.g., telephone) associated with connecting to the Service through an available access number. You are also responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), or other access device, necessary to access the Service. You certify that you are an individual (i.e., not a corporation). The Service is owned and operated by FEM Centre and its affiliated companies and contains material that is derived in whole or in part from material supplied and owned by FEM Centre and other sources. Such material is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the Service, including but not limited to code and software ("Material"). You may, however, download Material from the Service for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and use the Material in accordance with all restrictions applicable to your use if the Service in general. In the event that you download Material from the Service, such Material is licensed to you by FEM Centre and FEM Centre does not transfer title to any such Material to you.

### 2. Submissions

FEM Centre is pleased to hear from users and welcomes your comments regarding FEM Centre's programs and services. FEM Centre's company policy does not allow it to accept or to consider creative ideas, suggestions, or materials other than those it has specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by FEM Centre's employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send original creative materials. If, at our request, you send certain specific submissions, or without a request from us you send creative suggestions, ideas, notes or concepts or other materials (collectively, "Comments"), they shall be deemed, and shall remain, the property of FEM Centre, and

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### **3. Disclaimer of Warranties**

FEM CENTRE MAY PROVIDE LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. NEITHER FEM CENTRE, ITS PARENT OR SUBSIDIARY COMPANIES NOR ITS AFFILIATES OR SUPPLIERS OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE SERVICE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICE, AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FEM CENTRE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. FEM CENTRE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SERVICE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FEM CENTRE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE. You assume all risk of errors and/or omissions in the Service, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Service, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge and agree that your use of the Service, and any information sent or received in connection therewith, may not be secure and may be intercepted by unauthorized parties. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY.

### **4. Limitation of Liability**

IN NO EVENT SHALL FEM CENTRE, ITS PARENT OR SUBSIDIARY COMPANIES OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICE, FEM CENTRE'S REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF FEM CENTRE OR ANY OF ITS SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT FEM CENTRE, ITS PARENT OR SUBSIDIARY COMPANIES, AFFILIATES OR

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## **5. Indemnification**

You agree to defend, indemnify and hold harmless FEM Centre, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Service; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

## **6. Termination**

FEM Centre may, in its sole discretion, terminate use of the Service, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Service without prior notice and for any reason.

## **7. Trademarks**

All trademarks, service marks and trade names used on the Service are the property of their respective owners, and all of the above trademarks may not be copied, downloaded or otherwise exploited without the permission of the owner of such trademark, service mark or trade name, except as explicitly permitted in Section 1 above.

## **8. Child Online Protection Act Notification**

Pursuant to 47 U.S.C. Section 230(d) as amended, FEM Centre hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the GetNetWise website (Internet Education Foundation), located at <http://kids.getnetwise.org/tools>.

## **9. Modification**

FEM Centre reserves the right, in its sole discretion, to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Service. Such amendments, modifications, additions or deletions shall become effective when posted on the Service. Continued use of the Service by you shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

## **10. Export Control Information**

Unless otherwise specified, the materials on the Service are presented solely to provide information regarding and to promote FEM Centre's/EnergyHealth Centre's Services and other products available in the United States,

its territories, possessions and protectorates. The Service is controlled and operated by FEM Centre from its offices within the state of Texas, United States of America. FEM Centre makes no representation that materials on the Service are appropriate or available for use outside the United States. Those who choose to access the Service from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software from the Service is further subject to United States export controls. No software from the Service may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

## **11. Miscellaneous**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any principles of conflicts of law. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Fort Worth, Texas, U.S.A., regarding any and all disputes relating to this Agreement or your use of the Service. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by FEM Centre to provide the Service hereunder. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.