

## **BeyondThePaperGown.com Terms of Use**

**The operator of this website is Woman Centered, LLC (“Woman Centered,” “our,” or “we”). We have drafted the following terms and conditions to govern your use of womancentered.com. By using the website located at beyondthepapergown.com or the podcasts accessible through that website (together referred to as the “Site”), you agree to be bound by these Terms of Use (this “Agreement”). This is a legally binding contract between you, as the user, and us, as the operator. If you do not agree to these Terms of Use, please do not use the Site.**

If you have any questions regarding the meaning or application of this Agreement, please direct your questions to:

Woman Centered, LLC

5665 N Scottsdale Rd, Ste. F110

Scottsdale, AZ 85250

info@womancentered.com

### **1. Who We Are and What We Do.**

We are a women’s health community whose mission is to engage, educate and inspire a community of women to achieve optimal health and well-being and to effect meaningful change on the systems that impact women’s health. We are also the home of the Beyond the Paper Gown podcasts which cover topics related to women’s health. We provide information, podcasts, articles, forums, and health challenges through the Site.

### **2. Who We Are Not and What We Won’t Do.**

The podcasts and information available on the Site is for educational and informational purposes only. The information and opinions provided on the Site are not medical advice and do not create any type of doctor-patient relationship. No person should act or refrain from acting based on the content provided on the Site without first seeking appropriate medical advice and counseling. No information provided on the Site should be used as a substitute for medical advice and counseling. The information on the Site is not intended to diagnose, treat, or cure any disease or disorder. The opinions, advice and recommendations on the Site are intended for a wide audience of people and are not tailored or specific to any individual needs or health conditions. Significant changes in your health or health regime should be discussed with your healthcare provider.

### **3. Access to the Site.**

This Agreement grants you a limited, revocable, nonexclusive license to access the Site for your own personal use. You may not sub-license your rights to a third party, and this license does not extend to any collection, aggregation, copying, duplication, display, or derivative use of the Site nor any use of data mining or similar data gathering and extraction tools for any purpose unless expressly permitted by us in writing. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

From time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which we may undertake from time to time; or (iii) causes beyond our control or which are not reasonably foreseeable by us.

### **4. Registration With the Site**

You are required to create an account with us in order to utilize the Site.

You may purchase products or services through the Site. The Site utilizes third-party vendors for processing payments for those goods or services. You are subject to those third-party vendors' terms of use when you use their service. Woman Centered is not liable for any actions by any payment processor, or any interaction between you and any third-party vendor. If you purchase services through the Site, no physical products will be shipped.

If you become a registered subscriber to the Site, you must provide your name, email address, telephone number and mailing address. When we create your account, you must provide us with accurate and complete information. If any of your information changes, you agree to update your registration information as soon as possible. You are solely responsible for the activity that occurs on your account, whether expressly authorized by you or not. You are responsible for keeping your account password secure. You may change your password at any time by updating your account profile, or by contacting us directly to assist you with that process. In addition, you agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with this provision or to secure your account and password, including but not limited to selecting a password that is easily compromised. Unless previously notified otherwise, we will assume that anyone visiting our Site with a correct account and password combination is an authorized user of that account.

By using the services provided by the Site, you represent that you possess the capacity to enter into a binding contract, are 18 years or older, and are not a person barred by any laws from using our Site.

If we have reason to suspect that your registration information is not complete, current, or accurate, or that you have otherwise violated this Agreement, your account will be subject to suspension or termination, in our sole discretion, and you may be barred from using the Site.

## **5. Payments To Us/No Refunds**

You may purchase services through the Site (the “Paid Services”). The Site utilizes third-party vendors for processing payments for the Paid Services. You are subject to those third-party vendors’ terms of use when you use their service, which can be found through the vendor’s website directly. Once your Payment has been processed by that third-party vendor, it may not be cancelled. We are not liable for any actions against you by any payment processor, or any interaction between you and any third-party vendor. All payments are final. No portion of any amounts paid to Woman Centered is ever refundable unless we expressly state otherwise.

Unless otherwise agreed upon by us in writing, the fees payable in connection with any Paid Services (“Fees”) will be as specified on the Site. All Fees are denominated in U.S. dollars and are exclusive of any applicable taxes.

You may only pay Fees using valid payment methods acceptable to us. You represent and warrant that you are authorized to use the payment method you use for the Fees. You authorize us to charge your designated payment method for the total amount of your purchase, including any applicable taxes and other charges. You authorize us to use a third-party service to update your designated payment information if it is cancelled or expires. If the payment method cannot be verified, is invalid or is otherwise not acceptable to us, your order and/or account may be suspended or cancelled.

If you purchase Paid Services through the Site, no physical products will be shipped.

## **6. Subscription Services**

**A. Subscriptions.** Certain of the Paid Services provided by us may be offered on a subscription basis with auto-renewing payments (“Subscription Services”). The billing period for each type of subscription service will be as specified via the service at the time of registration. When you register for any subscription service, you expressly acknowledge and agree that (i) our designated third-party payment processor is authorized to charge you on a recurring basis for the subscription service (in addition to any applicable taxes and other charges) at the then-current rates for as long

as the subscription service continues, and (ii) the subscription service will continue until you cancel it or we suspend or stop providing access to the Subscription Services in accordance with these terms.

**B. Cancellation Policy For Subscription Services.** To cancel any Subscription Service, you must contact us at [info@womancentered.com](mailto:info@womancentered.com) and follow the instructions that we provide you. You must cancel a Subscription Service a minimum of seven days before the start of the next billing period to avoid charges for the next billing period's fees. Following any cancellation, you will continue to have access to the subscription services (subject to these terms) through the end of your current billing period.

If you are a resident of the State of California, New York, or Oregon, you will receive a direct link to cancel any Subscription Service when you register for the Subscription Services. This applies only to residents of the states of California, New York, and Oregon, and may not be used by a resident of any other state. For purposes of this cancellation option, we will determine your state of residence based on the billing address that you provide as part of signing up for your Subscription Service.

**C. Price Changes.** We reserve the right to modify the fees for any Paid Services, including any subscription services, from time to time in our sole discretion. For Subscription Services, price changes will apply to the next billing period.

**D. Taxes.** You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of Paid Services. We will collect applicable sales tax if we determine that we have a duty to collect sales tax and will provide notice of such taxes at the time you place your order.

**E. No Refunds on Subscriptions.** All sales of Paid Services (including any Subscription Services) are final and there are no refunds of any kind. THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION SERVICES PERIODS.

**F. Errors.** In the event of an error in connection with the pricing or charging of Paid Services, we reserve the right to correct such error and revise your order accordingly (including charging you the correct price) or to cancel the purchase and refund any amount charged. Your sole remedy in the event of a billing error is to obtain a refund for the excess amount charged. To be eligible for such refund, you must provide notice of any such error within sixty days of the date of the billing statement in which such error first appeared.

**7. Use Of Electronic Signatures.**

The US Federal E-SIGN Act defines an “electronic signature” as an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record. The adoption of the Uniform Electronic Transactions Act (UETA) and E-SIGN establish that electronic records and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures, stating that a document or signature cannot be denied legal effect or enforceability solely because it is in electronic form.

## **8. Limited Warranty/Disclaimer of Liability.**

Woman Centered is not responsible for any information on the Site that is outdated, incorrect, incomplete, or otherwise omitted. We do not warrant that the information provided on the Site or in any other communication to you, written or otherwise, is without errors, verified or current. We also do not make any warranty or guarantee regarding your ability to implement any process or service that you purchase or receive from Us.

This Site and its contents are provided “as is” without warranties of any kind, whether express or implied, including without limitation any warranty as to the accuracy, availability, completeness, reliability, title, currency or content of any information or material provided by or through this the Site, and the implied warranties of merchantability or fitness for a particular purpose. Your use of the Site is at your sole risk. You assume full responsibility for all costs associated with your use of the Site, and we shall not be liable for any damages of any kind related to your use of the Site.

IN NO EVENT SHALL WOMAN CENTERED, OR ANY DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, OR RESELLER OF THE SITE, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (V) ANY VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WOMAN CENTERED IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **9. Modification of Terms of Use/ Modification of the Site.**

We reserve the right to change this Agreement at any time. We will announce any changes by posting a revised draft of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the “Last Updated” information contained herein. If a change is, in our sole discretion, material, we will notify you of the change if you are an active member of the Site. By continuing to use the Site following such changes, you will be deemed to have agreed to such changes. You agree to review this Agreement periodically to be aware of any such changes. Your use of certain services on the Site may be governed by additional rules, which will be available on the Site. By using any service, you acknowledge that you have reviewed all rules for the service in question and agree to be bound by them.

We also reserve the right, at any time, to change or discontinue any content or feature of the Site or any services or products made available through the Site without notice; and/or offer opportunities to some or all users of the Site. You agree that we will not be liable for any modification, suspension, or discontinuance of the Site or of any service, content, feature or product offered through us and/or by the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

From time to time, in our sole and absolute discretion, without any notice or liability to you, we may change, move, or delete portions or features of the Site, or we may add new areas or features to the Site.

## **10. Copyrights, Trademarks and other Intellectual Property and Privacy Rights.**

All content provided to you on the Site are provided for your personal use only and only in the manner for which they have been purchased by you. This includes, without limitation, reselling or distributing any of our podcasts, content, images, logos, documents and/or materials. All materials, including images, illustrations, designs, icons, photographs, text, software, graphics, videos, music, and sound that are part of the Site are protected by state and federal copyright laws, international treaties and other intellectual property laws. All copyrighted or trademarked materials and other intellectual property used on the Site are owned by us or others who have given us permission to use their protected intellectual property. The Site is protected by copyright law and is owned by us, as is all content that we create for the Site, including every document template and every document that is produced by the Site, even if the document contains information provided by you.

If you upload or otherwise input any health information to the Site, you represent and warrant that it is your own health information, or you have consent of the person whose information you are providing.

The materials on the Site, and the Site as a whole, are intended solely for your personal, noncommercial use. You may not reproduce, publish, transmit, distribute, display, modify, create

derivative works of, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the intellectual property on the Site, the Site as a whole, or any related software without our prior written permission or permission from the owner of that intellectual property. Further, you may not frame any of the Site content, deep-link to the Site, trespass or scrape the Site with automated agents without our prior written consent.

#### **11. Repeat Offender Policy.**

If you repeatedly infringe on the intellectual property rights of others, including other users of the Site and/or Us, we have the right to suspend or otherwise terminate your access to the Site. We also have the right to suspend or otherwise terminate your access to the Site for any violation of the Site's Code of Conduct, or any violation of any term in Section 13 (below).

#### **12. Third-Party Content.**

The Site, and especially the forum section of the Site, contains content supplied by parties other than Woman Centered. Any advertisements, solicitations, opinions, advice, judgments, statements or other information or content expressed or made available by such third parties, are those of the respective author(s) and not of Woman Centered. We make no guarantees as to the accuracy, completeness or usefulness of any content or service provided, nor its merchantability or fitness for a particular purpose.

Woman Centered is not responsible for the actions or inactions of any users of the Site, including the actions or inactions of any service professional listed on the Site.

#### **13. General Conduct on the Site.**

The Site is intended to be used for lawful purposes only. We reserve the right, but we do not have the obligation to remove or modify any content posted on the Site for any reason. Decisions as to whether content violates our standards will be made in our sole discretion after we have actual notice of such misconduct. Without limiting our rights hereunder, we have attempted to provide guidelines to those using the Site:

You may not post or transmit any material or content on or through the Site:

- (a) that violates or infringes in any way upon the rights of others;
- (b) that discloses private health or personally identifying information of another person;

- (c) that discloses confidential, proprietary information or trade secrets;
- (d) that solicits, encourages, or promotes the use of illegal substances or activities;
- (e) which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, constitutes invasion of privacy or publicity rights, is fraudulent or tortious, vulgar, obscene, pornographic, bigoted or hateful, intimidating, profane, scandalous, pornographic, indecent or otherwise objectionable;
- (f) that is protected by the copyright, trademark, trade secret or any other proprietary rights of anyone other than you;
- (g) that expresses or implies that any statements you make are endorsed by us, without our prior written consent; or
- (h) that gives rise to civil or criminal liability, encourages conduct that constitutes a criminal offense or otherwise violates any local, state, or federal law.

In addition, you may not:

- (a) engage in any activity on the Site that restricts or inhibits any other user from using or enjoying the Site such as “hacking,” “hijacking,” “cracking,” “spoofing,” or defacing any portion of the Site;
- (b) harvest or collect information about the Site visitors or users without their express consent;
- (c) reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any part of the Site;
- (d) utilize the Site to facilitate unsolicited advertising, junk email, spam email, chain letters, money requests, or any other kind of unsolicited requests or communications;
- (e) interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks; or
- (f) utilize the Site in any manner that we, in our sole discretion, deem inappropriate under the circumstances.



#### **14. Indemnification.**

You agree to indemnify, defend, and hold us harmless, and defend any action brought against us with respect to any claim, demand, cause of action, debt or liability, including but not limited to reasonable costs and attorneys' fees, arising out of your use of the Site, or the violation of any of the provisions of this Agreement, by you or anyone accessing the Site under your account. This includes, but is not limited to lost revenues, legal fees, expenses related to litigation (travel or otherwise).

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **15. Governing Law and Jurisdiction.**

This Agreement is entered into in the State of Arizona and is governed by the laws of the State of Arizona and by the federal laws of the United States, without reference to conflict of laws principles. You agree to the exclusive jurisdiction of the state and federal courts in Arizona to adjudicate any dispute arising out of or relating to this Agreement or your use of the Site. You also expressly consent to the personal jurisdiction of the state and federal courts in Arizona for any such action.

#### **16. Accessibility**

We are committed to providing an accessible website for persons with disabilities, including those who require assistive technologies, so that they have full and equal access to all the services offered through the Site.

We will review, assess, and work with advocacy groups and vendors to ensure inclusion, integration and equal treatment of, as well as effective communication with, persons with disabilities using assistive technologies who are accessing our services.

We are always looking for ways to improve the Site's accessibility, and if there are any barriers, we are not aware of that is preventing a person with disability from using the Site, we would like to know.

It is not feasible for a company of our size to record and playback the descriptions of all data on the Site. However, if you have a disability, we are here to help you. Please email us at

[info@womancentered.com](mailto:info@womancentered.com) and we will schedule a session to help you navigate through our Site, consult with you about the services themselves, and provide you information on our Privacy Statement and Terms of Use.

#### **17. General Provisions.**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be stricken from this Agreement and the remaining provisions shall be enforced. Our failure to act with respect to any breach of this Agreement by you is not a waiver of our right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to do so is void. We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond its control. You must comply with all applicable laws and regulations relating to your access to and use of the Site. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof and supersedes any prior understandings or agreements with respect to such subject matter.

#### **18. Termination / Cancellation.**

We may terminate your authorization to use the Site at any time, in our sole discretion. Upon any our discretion to effectuate such termination of your usage of the Site, your right to use the Site will immediately cease. You agree that any termination by us of your access to or use of the Site may be effected without prior notice. Any remaining credits on your account at the time of termination of your usage of the Site will be forfeited without any refund or other credit.

#### **19. Links to Other Websites and Applications.**

For your convenience, we may provide links through the Site to other websites or applications that we do not operate, including links to other websites or applications that sell products or services. We do not control such other websites or applications and are not responsible for their content, products or operation. These links do not mean that we endorse, approve, or sponsor the linked websites or applications or any information, products or services contained on those other websites or applications. We are not liable for any damage that might result from your use of the information, products or services obtained from those third-party linked other websites or applications. Your use of such other websites or applications is entirely at your own risk.

#### **20. No Agency/ No Third-Party Beneficiary**

There is no agency, partnership, joint venture, attorney-client, employee-employer or franchiser-franchisee relationship intended or created by this Agreement. Nothing in this Agreement is intended to benefit any third party.

**21. Digital Millennium Copyright Act Compliance Notice.**

We respect the intellectual property rights of others. If you believe any of the content on the Site infringes your copyrights, you may send us a notice of alleged infringement that complies with the Digital Millennium Copyright Act (the “DMCA”). For more information on what a notice of infringement pursuant to the DMCA requires, please visit [copyright.gov](http://copyright.gov). We will process notices of alleged infringement that we receive and will take appropriate actions as required by the DMCA and other applicable intellectual property laws. Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to our designated agent:

Maria Crimi Speth  
Jaburg & Wilk, PC  
3200 N. Central Ave., Suite 2000  
Phoenix, AZ 85012  
[mcs@jaburgwilk.com](mailto:mcs@jaburgwilk.com)

To be effective, the notification must be in writing and must comply with the DMCA, 17 U.S.C. §512(c)(3). Notices that do not comply with the law will be disregarded.

**22. Updates to Terms of Use.**

These Terms of Use were last updated on August 22, 2022.