

**CRYSTAL WOMEN'S CLINIC
WEBSITE TERMS OF USE**

Last Modified: _____

This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

By placing an order for products or services from this website, you affirm that you accept and are bound by these terms and conditions.

You may not order or obtain products or services from this website if you (a) do not agree to these terms, or (b) are prohibited from accessing or using this website or any of this website's contents, goods or services by applicable law.

1 ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between You and Robbinsdale Women's Center d/b/a Crystal Women's Clinic ("CWC," the "Company," "we," "us," or "our"), a non-commercial, public benefit, charitable and educational nonprofit incorporated in the State of Minnesota, United States, and is described as a public charity under sections 501(c)(3) of the United States Internal Revenue Code. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use") govern your access to our website (<https://mychoicetwincities.com/>), including any content, functionality, and services (collectively "Services") offered on or through our website and includes your use of CWC materials, programs, and brand (collectively "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at &URL&, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

2 CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Section 18 herein will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. When you first visit the Website following any change to these Terms of Use, you will be required to affirmatively consent to such changes before you will be permitted to use the Website.

3 WEBSITE ACCESS AND PERSONAL INFORMATION

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain personal information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide in your use of this Website, including through the use of any interactive features on the Website, and all information we collect through your use of the Website, is governed by our Privacy Policy & [LINK TO PRIVACY POLICY](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Notwithstanding the foregoing, all information collected by CWC that was created, used, or disclosed in the course of providing a health care services, such as medical diagnosis or treatment, is considered Protected Health Information (“PHI”) and/or medical information and is governed by laws that apply to that information, for example the Health Insurance Portability and Accountability Act (“HIPAA”). CWC uses and discloses such PHI in accordance with CWC’s Notice of Privacy Practices. To understand how we use and disclose PHI you should review our Notice of Privacy Practices. CWC will not use or disclose your PHI for advertising, marketing, or other use-based data mining purposes and will not combine it with other data nor sell it. Our Notice of Privacy Practices (and not our Privacy Policy) also applies to Personal Information collected on our Website if information related to specific symptoms or health conditions is also collected, as such information may be considered PHI under HIPAA.

To the extent of a conflict between the terms of our Privacy Policy and our Notice of Privacy Practices, the Notice of Privacy Practices will control how we use and disclose your PHI. Please review the Notice of Privacy Practices [\[INCLUDE LINK\]](#).

4 COMPANY INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to our email address as set forth in Section 24 herein.

5 TRADEMARKS

The Company name, the terms and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

6 PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

7 RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including videos, hyperlinks to other websites not operated by the Company, comments, written materials, and other content related to Company-provided materials (“Third-Party Related Materials”) provided by other students, organizations, companies, users, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in Third-Party Related Materials, including but not limited to content on third-party websites, all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of the Third-Party Related Materials.

8 CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

9 LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

10 TEXT MESSAGING

We may ask you for your mobile number while you are using the Website for programmatic and healthcare related purposes. Before you are asked for your mobile number, you will be asked to consent to receiving text messages from CWC. If you consent and give us your mobile number, we may send you automated text messages. By providing your mobile number, you agree to receive recurring text messages from CWC. The first text message that CWC sends you will ask you to opt in to CWC text messages by responding YES.

When you opt in to receive SMS messages from CWC at a mobile number, you indicate that you are the legal owner of the mobile number and the device registered to that mobile number. If you opt in to CWC text messages but later decide that you do not wish to receive text messages, you may respond to any SMS message with STOP. If you wish to receive more information, you may respond to any SMS message with HELP. CWC will not sell your mobile number and will not share your mobile number except with its third-party service providers. If your mobile number changes, please let us know immediately by contacting us using the information provided in Section 24.

11 LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

12 GEOGRAPHIC RESTRICTIONS

The owner of the Website is based in the United States of America (“United States”). If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with your national, regional, and local laws. We shall not be held liable for access of the Website that does not comply with applicable national, regional, and local laws.

13 DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED**

DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14 LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE CONTENT OR PRODUCT OR SERVICE IN THE LAST TWELVE MONTHS OUT OF WHICH LIABILITY AROSE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15 INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your user contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

16 GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the City of Crystal and County of Hennepin although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

17 ARBITRATION

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Minnesota law.

18 LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19 FORCE MAJEURE

We shall not be liable or responsible to you, nor be deemed to have defaulted or breached this agreement, for any failure or delay in fulfilling or performing any term of these Terms of Use when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, regulations, or prohibitions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemics, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of seven days, you shall be entitled to give notice in writing to us to terminate this agreement.

20 WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

21 NO THIRD-PARTY BENEFICIARIES

This agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

22 ENTIRE AGREEMENT

These Terms of Use, our Privacy Policy, and our Cookie Policy constitute the sole and entire agreement between you and CWC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

23 NO ASSIGNMENT

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 23 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Use.

24 YOUR COMMENTS AND CONCERNS

This website is operated by Robbinsdale Women's Center d/b/a Crystal Women's Clinic; 5640 W Broadway Ave, Crystal, MN 55428.

All notices of copyright infringement claims should be sent to the CWC at the above address.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: message@cwcmail.org.

ADDENDUM A: WEBSITE ACCESS CONSENT BANNER

Proposed Website Access Consent Banner

The following website access consent banner is recommended for CWC's use, to be displayed to new Website visitors prior to their being allowed to access the Website:

- Privacy Policy and Terms of Use

We value your privacy as a visitor to our website. Please see our Privacy Policy here [LINK HERE] and our Terms of Use here [LINK HERE] and review each thoroughly. You may not access or use our website unless you have read our Privacy Policy and have read and accept our Terms of Use. By clicking the button below, you acknowledge that you have read our Privacy Policy and that you have read and accept our Terms of Use.

[I agree]

ADDENDUM B: TEXT MESSAGING CONSENT BANNER

Proposed Text Messaging Consent Banner

The following text messaging consent banner is recommended for CWC's use, to be displayed to Website visitors prior to collecting their mobile number through an information form or other means:

- **Text Messaging: We Value Your Privacy**

When you provide us with your mobile number, you consent to receive recurring text messages from CWC. The first text message that CWC sends you will ask you to opt in to CWC text messages by responding YES. When you opt in to receive SMS messages from CWC at a mobile number, you indicate that you are the legal owner of the mobile number and the device registered to that mobile number. If you opt in to CWC text messages but later decide that you do not wish to receive text messages, you may respond to any SMS message with STOP. If you wish to receive more information, you may respond to any SMS message with HELP.

[I consent to receiving text messages from RUF]