

## **TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE FERTILITY PRODUCTS WEBSITE.

Your access and use of this website ("Site") is subject to and governed by these Terms and Conditions of Use and all applicable laws. Fertility Products may revise and update these Terms and Conditions at any time and in its sole discretion and such revisions are binding on the Site users. Your continued usage of the Site will mean you accept and agree to any such changes.

THIS SITE DOES NOT PROVIDE MEDICAL ADVICE.

The contents of the Site are for informational purposes only and are NOT a substitute for professional medical advice, diagnosis, treatment or substitute for a formal medical consultation. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. We cannot provide specific advice or opinions regarding one's diagnosis, treatment, or specific protocols or prescribing information on or through the Site. You should always consult your physician regarding the specifics of your case. Nothing contained in this Site, including the questions and answers posted on the Site, is intended to be medical advice, diagnosis or treatment. Reliance on any information provided by us is solely at your own risk. No representation or warranty is made, either expressly or tacitly, for the accuracy, completeness, usefulness, timeliness, reliability, or adequacy of any resources, information, apparatus, product, or process available at or from this Site.

Any transmission of information from this Site to you is not intended to create nor does it create a physician-patient relationship. Please do not transmit personal health information about you or others to us through any feature in the Site.

## **USE OF CONTENT**

You should assume that everything you see or read on the Site, including but not limited to all designs, text, graphics and files and the selection and arrangement thereof, is protected by copyright under South African laws, unless otherwise noted, and may not be used without the express written permission of Fertility Products, except as provided in these Terms and Conditions of Use or in the text on the Site. Fertility Products neither warrants nor represents that your use of materials displayed on the Site will not infringe the rights of third parties who are not owned by or affiliated with Fertility Products.

You may download material displayed on the Site for your or your family's non-commercial personal use only, provided you also retain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, modify, transmit, reuse, report, or use the Contents of the Site for public or commercial purposes, including the text, images, audio, and video, without Fertility Products prior written permission.

## GENERAL DISCLAIMER

Use of the site is at your own risk. Specifically, Fertility Products makes no representations or warranties about the following: (i) the accuracy, reliability, completeness, including errors or omissions, correctness or timeliness of the content, software, text, graphics, links, or communications provided on or through the use of the Site; or (ii) the satisfaction of government regulations requiring disclosure of information on medical treatments or prescription drug products with regard to the content contained on the Site. In no event shall Fertility Products, its business associates or any third parties mentioned on the Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Site or the content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Fertility Products is advised of the possibility of such damages.

When using the Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of Fertility Products. Accordingly, Fertility Products assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with the use of the Site. Fertility Products also assumes no responsibility, and shall not be liable for any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.

Fertility Products is not responsible for the contents of any off-Site pages or any other sites linked to or from the Site. Your linking to any other off-Site pages or other sites is at your own risk.

## USER SUBMISSIONS

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, is, and will be treated as non-confidential and non-proprietary and will not establish a physician-patient relationship. Fertility Products will introduce you to a physician in South Africa provided you consent to the introduction. You should check with that physician what the best way of communication would be, and you agree that you will not send or transmit to the Site any communication or content that infringes or violates your physician-patient relationship.

You should be aware that when you disclose personal information (including, user name, email address, personal details about yourself, etc.) on the public areas of the Site you do so voluntarily, and that such information can be collected and used by others and may result in unsolicited messages from other posters or parties.

## PRIVACY

You agree that your use of the Site is also subject to the Privacy Policy which is part of these Terms and Conditions. If you are submitting any information from outside of the United States, you are consenting to the use of the information by Fertility Products in accordance with the Privacy Policy.

## INDEMNITY

You agree to defend, indemnify, and hold Fertility Products and its employees harmless from and against any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable attorney's fees, resulting from, or alleged to result from, your violation of these Terms and Conditions of Use.

## JURISDICTION

Fertility Products is an online fertility directory based in South Africa and participating clinics and service providers are based in South Africa. All the participating clinics in South Africa are registered with the Southern African Society of Reproductive Medicine and Gynaecological Endoscopy (SASREG) and are therefore required to maintain a high standard of care in terms of personnel, training, facilities, quality assurance and safety. Nevertheless, in the event of any dispute of any nature whatsoever arising between you and any of the participating clinics or service providers, you hereby consent and submit to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other.

## MODIFICATION TO TERMS AND CONDITIONS OF USE

Fertility Products may at any time, in its sole discretion, revise these Terms and Conditions of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions of Use to which you are bound.

## COMPLETE AGREEMENT

Except as expressly provided in a particular "legal notice" on the Site, these Terms and Conditions constitute the entire agreement between you and Fertility Products with respect to the use of the Fertility Products Site and content. If you have any questions about these Terms and Conditions please contact us at:

**[info@fertilityproducts.co.za](mailto:info@fertilityproducts.co.za)**