

## Terms of Use and Privacy Policy

Reprocare (hereby referred to as “Reprocare” or the “Company”) is committed to providing resources to empower pregnant people to control their own health while maintaining a secure and safe environment for its users.

These Terms of Use and the Privacy Policy herein (the “Terms of Use”) apply when you view or use the Site. Please review the following terms carefully. If you do not agree with these Terms of Use, please do not access or use our Services.

**BY ACCESSING OUR SITE, YOU ACCEPT THESE TERMS OF USE AND YOU CONSENT TO OUR COLLECTION, STORAGE, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION (defined below) AS DESCRIBED HEREIN.**

### **Definitions**

For purposes of these Terms of Use, “Site” refers to the Company’s website, which can be accessed at [www.abortionhotline.org](http://www.abortionhotline.org). The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a user of our Site. “Service” or “Services” refers to the Company’s services accessed via the Site.

### **Use Restrictions**

Your permission to use the Site and our Services is conditioned upon the following use, posting and conduct restrictions: You agree that you will not under any circumstances:

- collect or harvest any personal data of any user of the Site
- use the Site for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- use the Site or our Services to harass, abuse or harm, or attempt to harass, abuse or harm, another person or group;
- provide false or inaccurate information when registering for the newsletter, blog or other information available through the Site;
- make any automated use of the Site or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user’s browser or computer.

### **Online Content Disclaimer**

Opinions, advice, statements, offers, or other information or content made available through the Site, but not directly by the Site, are those of their respective authors, and the Company is not warranting such content. Such authors are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. Under no circumstances will we be responsible for any loss or damage

resulting from anyone's reliance on information or other content posted on the Site, or transmitted to users.

You may be exposed to content that is inaccurate or objectionable when you use or access the Site. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Emails sent between you and representatives of the Company that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. Reprocare shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or these Terms of Use or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Site or violation of these Terms of Use, please contact us at [abortionhotline@protonmail.com](mailto:abortionhotline@protonmail.com).

### **Copyright Complaints**

(a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the user do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Site infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to our designated copyright agent at [abortionhotline@protonmail.com](mailto:abortionhotline@protonmail.com):

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your content you have provided or posted that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared

- before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
  4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that the Company may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in our sole discretion) be reinstated on the Site in ten (10) to fourteen (14) business days or more after receipt of the counter-notice.

**Privacy Policy: Our Collection and Use of Personal and Non-Personal Information**

Reprocare respects the privacy of its Site users. This Privacy Policy is designed to help users understand how their information is collected, used and safeguarded to assist the user in making informed decisions when using Reprocare's services.

You are not required to provide information that identifies you in any way, including your name, address, telephone number, etc. ("Personal Information"). We will only collect such information when it is voluntarily provided on the website, by email, or some other form of contact.

Except as otherwise stated herein, we do not sell, trade, rent or otherwise share for marketing purposes your Personal Information with third parties without your consent. We do share Personal Information with vendors who are performing services for us, such as the servers for our email communications who are provided access to users' email addresses for purposes of sending emails from us. Those vendors use your Personal Information only at our direction and in accordance with these terms.

In general, the Personal Information you provide to us is used to help us communicate with you.

We may use Personal Information to contact users in response to questions or inquiries or share updates about or from us, solicit feedback from users, and inform users about resources. We will not share Personal Information with outside parties except as required by an enforceable legal order after all alternatives have been exhausted.

We may track certain information about you when you visit and interact with our services. This is "Non-Personal Information" and includes information that cannot be used to personally identify you, such as anonymous usage data, general demographic information we may collect, referring/exit pages and URLs, platform types, preferences you submit and preferences that are generated based on the data you submit and number of clicks. We reserve the right to use and disclose Non-Personal Information to our partners, advertisers and other third parties at our discretion.

In the event we undergo a business transaction such as a merger, acquisition by another company, or sale of all or a portion of our assets, your Personal Information and Non-Personal Information may be among the assets transferred. You acknowledge and consent that such transfers may occur and are permitted by the terms herein stated, and that any acquirer of our assets may continue to process your Personal Information and Non-Personal Information as set forth herein.

### **Securing Information**

We implement security measures designed to protect your information from unauthorized access. By using the Site, you acknowledge that you understand and agree to assume these risks.

### **Links to Third Party Sites**

As part of content shared on the Site, we may provide convenient links to or compatibility with other websites, applications or to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. Our Privacy Policy (above) applies solely to information collected by us through the Site. Therefore, these Terms of Use and the Privacy Policy therein does not apply to your use of a third party website accessed by selecting a link on our Site. We encourage our users to read the privacy statements of other websites before proceeding to use them. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

### **Notices**

Communications made through the Site’s email system will not constitute legal notice to the Site or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

### **Consent to Receive Communications in Electronic Form**

You: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non waivable rights.

We may also use your email address to send you other messages, including information about the Site and the Company’s services. You may opt out of such email by changing your account settings, using the “Unsubscribe” link in the message, or by sending an email to [abortionhotline@protonmail.com](mailto:abortionhotline@protonmail.com). Opting out may prevent you from receiving messages regarding the Site or Services.

### **Limitation of Liability**

IN NO EVENT SHALL REPROCARE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITE; (C) THE SITE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SITE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH US OR WITH ANY OTHER USER

OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

### **Indemnity**

If you are using our Services, you have accepted these Terms of Use. You will hold harmless and indemnify ReproCare and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to your use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

### **Changes to the Terms of Use**

We reserve the right to change this policy at any time. We will notify you of significant changes to our Terms of Use by placing a prominent notice on the Site. You should periodically check the Site and this privacy page for updates. If you do not agree with the changes, please do not continue to use our Site or Services. Your continued use of the Site signifies your agreement to our revisions to these Terms of Use. Any changes to these Terms of Use (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

### **General**

These terms control the relationship between ReproCare and you. They do not create any third party beneficiary rights. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated herein, the laws of the State of California, without regard to principles of conflict of laws, will govern any claim or dispute that has arisen or may arise between you and ReproCare.

We may assign or delegate these Terms of Use, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use without our prior written consent, and any unauthorized assignment or delegation by you is void.

### **Disclaimer**

The Services provided by ReproCare are not intended to be a substitute for the representation of an attorney or the advice, diagnosis or treatment of a medical professional. No attorney client relationship has been formed by reviewing this material.

### **Contact**

If you have any questions regarding these Terms of Use or the practices of this Site, please contact us by sending an email to [abortionhotline@protonmail.com](mailto:abortionhotline@protonmail.com).

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS OF USE. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES

ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Last Updated: These Terms of Use were last updated on March 17, 2023