

Reproductive Equity Now and Reproductive Equity Now Foundation

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THESE TERMS OF USE INCLUDE A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH REN.

The Site is not intended to be used by anyone under the age of 16 regardless of parental or guardian consent. **If you are younger than 16, you are not authorized to use the Site.**

GENERAL

You may not use the Site, or any content or information available on or through the Site for any purpose that is unlawful or prohibited by the Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes or violates the rights of REN or others. Without limiting the foregoing, you may not attempt to gain unauthorized access to any portion of the Site or any other systems or networks connected to the Site by hacking or any other illegitimate means. You may not use any content or information available on or through the Site to disparage REN or others.

You agree not to scrape, or otherwise download in bulk, any content, including but not limited to a list or directory of users.

Additional terms and conditions may apply to specific portions of the Site, and such terms and conditions are made a part of the Terms of Use by reference. You agree to abide by such other terms and conditions. If there is a conflict between the Terms of Use and the terms posted for or applicable to a specific portion of the Site, the latter terms shall control with respect to your use of that portion of the Site.

Donations made through the Site are handled by our third party service provider. We do not receive any credit card or payment information (other than the amount) that you provide in connection with your donation.

THIRD PARTY SITES

The Site may link you to other websites. Such other websites may not be under the control of REN, and you acknowledge that REN is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect(s) of the content or operation of sites that are not under the control of REN. The inclusion of such a link does not imply endorsement of the site by REN or any association between REN and the operators of such other site.

LINKING TO THE SITE

Generally, REN does not mind if you have a text link from your website to the Site. However, you may not frame or "mirror" the Site or incorporate pieces of it into a different website or product. Links to the Site must clearly identify REN as the source of information displayed and preserve

the integrity of web pages associated with the Site without alteration and without misrepresentation. Further, you may not link to the Site if you create or post any illegal, obscene, or offensive content, or if the link in any way has or is intended to have a negative impact on our reputation.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the Site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions.

We reserve the right to modify the contents of and resources provided through the Site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our Site.

NO MEDICAL ADVICE

NO ADVICE OR CONTENT ON OR THROUGH THE SITE IS INTENDED TO BE MEDICAL ADVICE OR PROFESSIONAL COUNSELING OF ANY KIND. ALL USERS ARE ENCOURAGED TO CONSULT THEIR OWN MEDICAL PROFESSIONALS AND COUNSELORS PRIOR TO FOLLOWING ANY ADVICE OFFERED ON OR THROUGH THE SITE.

No information available through the Site is intended to diagnose, treat, cure, or prevent any disease. All of the material provided on or made available through the Site, such as text, audio and video files, graphics, photographs, images, advice, messages, forum postings, and any other material provided on or through the Site are for informational purposes only and are not a substitute for professional advice or treatment. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding your health and well-being. Never disregard professional medical advice or delay in seeking it because of something you have learned through the Site.

We do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided through the Site or by persons appearing on the Site is solely at your own risk.

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content or materials for any purpose not expressly permitted in the Terms of Use is prohibited. You acknowledge and agree that the unauthorized use of the contents and materials on the Site could cause irreparable harm to REN or its licensors and that in the event of such unauthorized use, REN or its licensors shall be entitled to injunctive relief, without surety or posting of bond, in addition to any other remedies available at law or in equity.

REN cautions you that some documents, photos, and other content may have been published on the Site with the permission of the relevant copyright owners (who are not controlled by REN). All rights in such documents, photos, and other content are reserved to their owners, and permission to copy or otherwise exploit them must be requested and obtained directly from the copyright owners.

FEEDBACK

From time to time, the Site may provide you an opportunity to communicate with REN to provide User-Generated Content or other information that specifically concerns how REN can improve the Site and/or the products and services made available through the Site or advertised on the Site (collectively, "Feedback"). Please be aware that any Feedback communicated to REN through the Site or otherwise, whether such Feedback consists of suggestions, ideas, graphics, or other material, will be treated as nonconfidential and nonproprietary. Any Feedback you submit, transmit, or post becomes the exclusive property of REN. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without crediting or compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

USER-GENERATED CONTENT

From time to time, some of the content displayed on the Site may be submitted, transmitted, posted, or otherwise provided by you or other users of the Site over whom REN exercises no control ("User-Generated Content"). Such users are solely responsible for any User-Generated Content displayed on the Site. REN disavows responsibility for User-Generated Content to the extent permitted by law, and has no obligation to screen any User-Generated Content in advance. REN may in its sole discretion at any time remove or alter any User-Generated Content or take any other actions with respect to such User-Generated Content. REN has no liability or responsibility to users for performance or nonperformance of such activities. Should you come across any content that you find objectionable, you can bring it to our attention by e-mailing us at info@reproequitynow.org.

Other than with respect to Feedback, you own and retain the copyright in any original User-Generated Content you post or submit to us for display on the Site. We do not claim ownership of any copyrights in User-Generated Content. However, by using this Site you are granting REN and its subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize User-Generated Content you post or submit in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, we ask that you not post or submit any User-Generated Content that you do not wish to license to us, including any confidential information or product ideas.

It is a condition of these Terms of Use that you do not:

- upload, post, transmit or otherwise make available
 - any User-Generated Content that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
 - any User-Generated Content that constitutes or promotes any illegal activity, including, without limitation, any User-Generated Content constituting or encouraging conduct that would be a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law;
 - any User-Generated Content that is false, misleading, or fraudulent;
 - any User-Generated Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - any User-Generated Content that violates or infringes upon the rights of others, including User-Generated Content which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
 - any User-Generated Content that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian;
 - any request for or solicitation of any personal or private information from any individual;
 - any request for or solicitation of money, goods, or services for private gain;
 - any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - any User-Generated Content that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- violate any local, state, national or international law, rule or regulation.

By posting User-Generated Content or submitting such User-Generated Content to REN for display on the Site, you represent and warrant that (i) you own or otherwise control all of the rights to the User-Generated Content and have the right to grant the license set forth in these Terms of Use; (ii) the User-Generated Content is accurate, and (iii) you are at least eighteen years old and you have read and understood-and your User-Generated Content fully complies with-these Terms of Use and applicable laws and will not cause injury to any person or entity.

DISCLAIMER OF WARRANTIES AND LIABILITY

The content and information available on or through the Site is for informational purposes only. You should not assume that the information provided is always complete, reliable, or up to date. You bear the sole responsibility for evaluating the merits and risks associated with the use of any data, information, or content on this Site before making any decisions based on such data, information, or content. In exchange for using such data, information, or content, you agree not to hold REN or any of its third-party content providers liable for any possible claim for damages arising from any decision you make based on information made available to you through this Site.

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UNDER NO CIRCUMSTANCES SHALL REN BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF REN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN SUCH CIRCUMSTANCES REN SHALL HAVE THE LEAST AMOUNT OF LIABILITY PERMITTED BY LAW BUT IN NO EVENT GREATER THAN FIVE HUNDRED DOLLARS (US\$500).

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless REN, its affiliates, and their respective employees, contractors, officers, directors, members, managers, partners, and shareholders (each an "Indemnitee") from and against all liabilities, claims, and expenses, including attorneys' fees, that arise from your breach of these Terms of Use or from your use or misuse of the Site. Each Indemnitee reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with such Indemnitee in asserting any available defenses.

PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please provide the following information to REN:

- an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work that you claim to have been infringed, or, if multiple copyrighted works are covered by your notice, a representative list of such works;
- identification of the content that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit REN to locate the content;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed.

Please send such notice to:

Reproductive Equity Now
1 Federal St
5th Floor
Boston, MA 02110
email: info@reproequitynow.org

CHOICE OF LAW AND FORUM

The Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules. You expressly agree to the procedures and terms of Dispute Resolution set forth below. If the Dispute Resolution procedure is ruled not applicable to a specific dispute or claim, you expressly agree that the exclusive jurisdiction for any such dispute or claim arising out of or relating to these Terms of Use or to the Site shall be the state or federal courts located in Suffolk County, Commonwealth of Massachusetts, USA and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. All disputes or claims that you have that arise out of or relate to these Terms of Use or to the Site must be brought within one year of the date on which the event giving rise to your dispute or claim arose, otherwise such dispute or claim is waived.

ALL DISPUTES MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE PERSON, ENTITY OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON, ENTITY OR USER.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT

Arbitration. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) relating in any way to the Site, or any content or information available on or through the Site (“Dispute”) that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of these arbitration provisions (“Arbitration Agreement”). Unless otherwise agreed, all arbitration proceedings will be held in English. This Arbitration Agreement applies to you and REN, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns. All in-person arbitration proceedings shall take place in Boston, Massachusetts, United States of America unless the parties mutually agree otherwise.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Notice and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the Dispute, and the requested relief. A Notice to REN should be sent to info@reproequitynow.org. If the Dispute is not resolved within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all

aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Arbitration Agreement. The JAMS Streamlined Arbitration Rules governing the arbitration are available online at <http://www.jamsadr.com>. The arbitration shall be conducted by a single, neutral arbitrator. Any Dispute where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Authority of Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and REN, and the Dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under the Governing Law, the JAMS Rules, and the Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and REN.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive any termination of these Terms of Use.

SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and REN with respect to the Site and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and REN with respect to the Site. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of REN, and the remaining portions shall remain in full force and effect.

TERMINATION

REN reserves the right, in its sole discretion at any time, to terminate your access to all or part of the Site and/or to remove any content and materials from the Site, with or without notice. You agree that REN shall not be liable to you or any third party for any termination of your access to the Site or for removal of information from the Site.

MISCELLANEOUS TERMS

These Terms of Use and any policies or operating rules posted by us on the Site for your use or access to the Site constitute the entire agreement between you and REN relating to the Site. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

For any questions or comments, or to report violations of the Terms of Use, contact us at:

Reproductive Equity Now
1 Federal St
5th Floor
Boston, MA 02110
email: info@reproequitynow.org

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