

This website (this "Site") is operated by or on behalf of PRC. This online Privacy Policy (this "Policy") describes our commitment to privacy and reflects the importance we place on earning and keeping your trust.

If you are an PRC patient, please see our [Notice of Privacy Practices](#)

### Scope of this policy

This Policy applies to the information we collect from or about you through this Site. It does not apply to information we collect from you through other channels, such as over the phone or in our clinic.

Some of the information PRC collects through this Site may be "personal information" — information that identifies you personally, alone or in combination with other information available to us. Examples of personal information include (but are not limited to):

1. contact data (such as your email address, phone number and physical address)
2. demographic data (such as your gender, your date of birth and your ZIP code)
3. personal preference data (such as search filters)
4. health and medical data you choose to submit

Other information we collect through this Site may be nonpersonally identifiable, such as your IP address and information collected by cookies.

Please note that to the extent you submit "protected health information" (as defined by the Health Insurance Portability and Accountability Act) through this Site, such information is also governed by our [Notice of Privacy Practices](#). To the extent there is a conflict between this Policy and our Notice of Privacy Practices, the stricter of the two applies.

This Policy may be supplemented or amended from time to time by additional privacy notices ("Privacy Notices"), provided at the time we collect your information. For example, certain pages of this Site may contain Privacy Notices providing more details about the information we collect on those particular pages, why we need that information, and choices you may have about the ways we use that information. In other cases, specific Privacy Notices may be required to comply with applicable law.

### Your consent

By using this Site, you are consenting to the collection, use, disclosure, and transfer of your information as described in this Policy (and any Privacy Notices that apply to you). If you do not consent to the collection, use, disclosure and transfer of your information as described in this Policy (and any Privacy Notices that apply to you), you may not use this Site. If you have questions about this Policy, or any Privacy Notice, please contact us using the information provided below.

### Our terms and conditions of use

This Policy is part of the [Terms and Conditions of Use - link of the PDF should go here, which is below](#) that govern your use of this Site. [A link to our Terms and Conditions of Use is provided at the bottom of each page of this Site - please provide this to each page/site/link.](#)

### Your choices

#### In general

We respect your right to make choices about the ways we collect, use, and disclose your information. This Policy describes some of your choices, such as your choice to opt out of receiving "cookies." We may ask you to indicate your choices at the time and on the page where you provide your information.

#### Do-Not-Track (DNT) mechanisms

Your browser may deliver a Do-Not-Track (DNT) signal to this Site. Because of the changing state of technology and conflicting views within the technology industry regarding the meaning of DNT signals, we currently do not make any guarantee that we will honor DNT signals.

#### Previously expressed preferences

You may change previously expressed preferences regarding how we use your information. You may be able to change preferences through your account. Otherwise, please contact us using the information provided below. You may opt out of promotional emails by clicking the unsubscribe link in the footer of any promotional email we send you.

### Toll-free and Marketing Communications SMS Terms of Use for PRC

PRC provides an SMS text messaging service using toll-free numbers and a marketing short code to send and receive SMS text messages for SMS notifications and conversational messages through Bridge Engagement. The toll-free number PRC uses to send SMS messages are:

How to Opt-in: Text the number above.

How to Opt-out: To opt-out of our SMS service, text STOP to the toll-free number or short code from which you have received an SMS message. You will be unsubscribed immediately from receiving messages from that specific number going forward unless you opt-in to that number again. You will receive an SMS confirming that you have been unsubscribed and you will not receive any additional messages unless you opt-in to the service with a subsequent request.

Fees: Our service never charges consumers to send or receive text messages. However, message and data rates may apply, depending on the terms of your individual cell service plan.

If you have any questions regarding privacy, please read this whole page.

**DISALLOWED CONTENT: PRC is compliant with all Carrier rules and will not send disallowed content over this service. Only content allowed by the verified toll-free SMS use case(s) that have been approved by the carriers will be transmitted.**

### **This policy may change**

PRC reserves the right to update or modify this Policy and any Privacy Notice, at any time and without prior notice, by posting the revised version of the Policy or Privacy Notice on this Site. These changes will only apply to the information we collect after we have posted the revised Policy or Privacy Notice on this Site.

Your use of this Site following any such change constitutes your agreement that all information collected from or about you after the revised Policy is posted will be subject to the terms of the revised Policy. You may access the current version of this Policy at any time by clicking on the link marked "Privacy" at the bottom of each page of the public areas of this Site.

### **Information we collect**

#### **Information you manually provide**

PRC collects the information you manually provide (using your keyboard, mouse, or touchpad) when you use this Site.

#### **Information from your browser or device**

PRC collects information that is sent to us automatically by your web browser or mobile device. This information typically includes:

1. your IP address
2. browser type
3. referring/exit pages
4. operating system type and version
5. a date/time stamp
6. estimated geographic location
7. other information associated with the interaction of your browser and this Site (collectively referred to as "Traffic Data")

The information we receive may depend on your browser or device settings. Traffic Data is stored in temporary log files that reside on our web servers.

Traffic Data is not, in and of itself, personally identifiable. Generally, we use Traffic Data in the aggregate to help us improve this Site and make it more compatible with the technology used by our visitors. However, we may combine Traffic Data with other information in an attempt to identify you or we may combine it with information that does identify you. We may also review our log files for security purposes—for example, to detect intrusions into our network—and we might share our log files with the appropriate investigative authorities who could use that information to trace and identify you.

#### **Information collected by cookies and other technologies**

We use "cookies" and other technologies to collect information and support certain features of this Site. For example, we may use these technologies to:

- collect information about the ways visitors use this Site—which pages they visit, which links they use, and how long they stay on each page
- support the features and functionality of this Site—for example, to save you the trouble of reentering information already in our database or to prompt the settings you established on previous visits
- personalize your experience when you use this Site
- improve our marketing efforts, including through use of targeted advertising

The information we collect using cookies and similar technologies is not, in and of itself, personally identifiable, but we may link it to personal information that you provide. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit this Site, you may be unable to use all of the functionality of this Site if your browser rejects our cookies.

#### **Information about third-party cookies**

In addition to the cookies PRC delivers to your computer or mobile device through this Site, certain third parties may deliver cookies to you for a variety of reasons. For example, we use a marketing company for web analytics tool that helps us understand how visitors engage with our Sites. See information from [Choose Life Marketing data usage info](#)

Other third parties may deliver cookies to your computer or mobile device for the purpose of tracking your online behaviors over time and across non-affiliated websites and/or delivering targeted advertisements either on this Site or on other websites.

You have choices about the collection of information by third parties on our Sites. For example, if you don't want information about your visit to this Site sent to, you may download an Opt-out Browser Add-on at [tools.google.com](https://tools.google.com). Please note that the Add-on does not prevent information from being sent to PRC.

To opt out of having interest-based information collected by certain entities during your visits to this site or other websites, go to [aboutads.info/choices](https://aboutads.info/choices). This industry-developed website contains mechanisms for choosing whether each listed entity may collect and use data for online behavioral advertising

purposes. It may be that some of the third parties that collect interest-based information on this site do not participate in the industry-developed opt-out website, in which case the best way to avoid third-party tracking of your online behaviors may be through your browser settings and deletion of cookies.

### **How we use your information**

We generally reserve the right to disclose information you submit to us through this Site as set forth below. Please note, however, that disclosure of protected health information submitted through this Site is governed exclusively by our [Notice of Privacy Practices](#)

### **With third-party vendors**

PRC shares information collected through this Site with third-party vendors who act for us or on our behalf. For example, we may use third-party vendors to design and operate this Site; to conduct surveys; and to help us with our promotional efforts. These third-party vendors may need information about you to perform their functions, but they are contractually obligated to use your information only to perform contracted-for services.

### **With other users of this site**

You may be able to submit User-Generated Content on or through this Site. In this Policy, "User-Generated Content" or "UGC" refers to content that you post using the social networking tools we make available to you and that does not constitute "Feedback" (as that term is defined in our [Terms and Conditions of Use](#) - Any personal information contained in UGC can be read, collected, or used by others. In addition, we may use UGC you submit for advertising campaigns and other promotions. We may or may not use your name in connection with such use, and we may or may not seek your consent before using the content for such purposes. Therefore, you should have no expectation of privacy with respect to UGC you submit on or through this Site.

### **In aggregate or de-identified form**

We use information collected through this Site to create a compiled, aggregate view of usage patterns. We may share aggregate information with third parties so we and they can better understand our user base. We may also share with third parties information about how particular individuals use this Site, but only on a de-identified basis ("Individualized Data"). Individualized Data is not personally identifiable, but it does reflect the usage patterns of a particular Site user, as opposed to Site users collectively. We may provide basic demographic information (gender and age) in conjunction with providing Individualized Data. Third parties may use this information for analytical purposes and to market their own products and services, and for such other purposes as we may authorize. We will take reasonable efforts to ensure that third parties cannot and do not re-identify Individualized Data, including by contractually prohibiting them from doing so.

### **As part of a business transfer**

Your information may be transferred to successor organization if, for example, we transfer the ownership or operation of this Site to another organization, if we merge with or are acquired by another organization, or if we liquidate our assets (such as our user database) and sell them individually. If such a transfer occurs, the successor organization's use of your information will still be subject to this Policy and the privacy preferences you have expressed to us.

### **To comply with laws and protect our rights and the rights of others**

We may disclose your information when we, in good faith, believe disclosure is appropriate to comply with the law, a court order or a subpoena. We may also disclose your information to prevent or investigate a possible crime, such as fraud or identity theft; to protect the security of this Site; to enforce or apply our online [Terms and Conditions of Use - link of the PDF should go here](#) or other agreements; or to protect our own rights or property or the rights, property or safety of our users or others.

### **As described in a privacy notice or click-through agreement**

We reserve the right to disclose your information as described in any Privacy Notice posted on a page of this Site where you provide that information. By providing your information on that page you will be consenting to the disclosure of your information as described in that Privacy Notice. We also reserve the right to disclose your information as described in any click-through agreement to which you have agreed.

### **How we protect your information**

PRC takes reasonable precautions to provide a level of security appropriate to the sensitivity of the information we collect. Although we use reasonable measures to help protect your information against unauthorized use or disclosure, we cannot guarantee the security of information provided over the Internet or stored in our databases and will not be responsible for breaches of security beyond our reasonable control.

### **A note about children's privacy**

You must be at least 13 years old to have our permission to use this Site. We do not knowingly collect personal information from users under 13 years of age. If you are under the age of 13, you can use this service only in conjunction with your parent's or guardian's permission.

### **Links to other websites**

This Policy applies only to this Site.

This Site may also contain links to websites that are not operated by PRC. These links are provided for your reference and convenience only and do not imply any endorsement of the products sold or information provided through these websites, nor any association with their operators. PRC does not control these websites and is not responsible for their data practices. Any information you provide to third parties on their websites is covered under their privacy and data collection policies and is not covered by this Policy. We urge you to review the privacy policy posted on any site you visit before using the site or providing any personal information.

### **Retention of personal information and requests to correct or delete it**

In general, PRC reserves the right (but does not assume the obligation) to retain the information collected on this Site as long as necessary to provide the services, products and information you request or as permitted by applicable law.

If you would like to review, correct, and/or update the personal information you have provided to us through this Site, you may be able to do so through your account. Otherwise, please contact us using the information provided below. We will respond to your request within a reasonable time or within the time set out by applicable law. When appropriate, or as required by applicable law, we will correct, amend or delete your personal information. We reserve the right to limit or deny access to personal information where providing such access is unreasonably burdensome or expensive under the circumstances, or as otherwise permitted by applicable law.

**This Site is hosted on servers located in the United States.**

PRC is a U.S. corporation. The servers that support this Site are located in the United States. While it is in our possession, your information will generally be stored in PRC databases or databases maintained by our third-party service providers on servers and data storage devices located in the United States. U.S. data protection laws may not provide as much protection as the data protection laws in force in some other countries. However, we will process your information in accordance with this Policy no matter where our data is stored. If you are located in a country outside the United States, by using this Site you consent to the transfer of your information to the United States.

**Governing law**

This Policy shall be governed under the laws of the State of Minnesota United States of America without regard to its conflicts of law provisions.

**Questions about this Policy or PRC data practices**

If you have questions or concerns about this Policy, any Privacy Notice, or PRC data practices, please contact us by email (link [options@optionsforwomencast.com](mailto:options@optionsforwomencast.com)). You may also contact us at:

PRC  
891 White Bear Ave  
St. Paul, MN 55109

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Additionally, please link this on a separate site:

**Terms and conditions of use**

Thank you for visiting this Site, which is owned, operated, and funded by or on behalf of PRC. These Terms and Conditions of Use govern your use of this Site.

Please note that although the purpose of this Site is to provide information about PRC, the Site does not feature third-party advertisements. Possible conflicts of interest by contributing authors are noted when appropriate.

**Your acceptance of these Terms and Conditions of Use**

These Terms and Conditions of Use apply to all users of this Site. By using this Site you are agreeing to comply with and be bound by these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, you may not access or use this Site.

**Your acceptance of our Privacy Policy**

By agreeing to these Terms and Conditions of Use, you agree to the terms of our [Privacy Policy](#), which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All personal information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy and, to the extent applicable, our [Notice of Privacy Practices](#).

**Your consent to other agreements**

When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different than the terms of these Terms and Conditions of Use, the terms of the click-through agreement will supplement or amend these Terms and Conditions of Use, but only with respect to the matters governed by the "click-through agreement."

**Ownership of this Site and its Content**

This Site, including all its Content is protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Content and intellectual property rights therein are the property of PRC or the material is included with the permission of the rights owner and is protected pursuant to applicable copyright and trademark laws.

The presence of any Content on this Site does not constitute a waiver of any right in such Content. You do not acquire ownership rights to any such Content viewed through this Site. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our express prior written permission.

Permission is hereby granted to the extent necessary to lawfully access and use this Site and to display, download, or print portions of this Site on a temporary basis and for your personal, educational, noncommercial use only, provided that you (i) do not modify the Content; (ii) you retain any and all

copyright and other proprietary notices contained in the Content; and (iii) you do not copy or post the Content on any network computer or broadcast the Content in any media.

## **Trademarks**

The PRC names and logos (including, without limitation, those of its affiliates and service providers ("Service Providers")), all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within this Site, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of PRC and/or its affiliates (the "PRC Marks"). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within this Site are the property of their respective owners.

You are not authorized to display or use the Options Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within this Site without the prior written permission of such owners.

The use or misuse of the Options Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

## **Messaging**

For all urgent medical matters, contact your physician's office by phone, go to an emergency room, or dial 911.

## **Responsibility for User-Generated Content sent on or through this Site**

### **You are responsible for User-Generated Content that you message.**

Under no circumstances will we be liable in any way for any User-Generated Content.

This means that you, not PRC, are entirely responsible for all User-Generated Content that you send and that you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms and Conditions of Use, an obligation of confidentiality, or the rights of others. If any part of the User-Generated Content you send is not your original work, it is your responsibility to obtain any necessary permission to send it.

### **We may disclose and/or remove User-Generated Content.**

PRC has certain rights. We have the right (but do not assume the obligation) to:

- monitor all User-Generated Content;
- require that you avoid certain subjects;
- remove or block any User-Generated Content at any time without notice at our sole and absolute discretion;
- disclose any User-Generated Content and the identity of the user who sent it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of PRC or others, or to enforce these Terms of Use;
- terminate your access to and use of this Site, or to modify, edit or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of User-Generated Content you send, and that you will retain ownership thereof as described above.

### **Restrictions on User-Generated Content.**

It is a condition of these Terms and Conditions 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 encourages activity illegal under criminal or civil 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 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 18 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, 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 and Conditions of Use; (ii) the User-Generated Content is accurate, and (iii) you have read and

understood—and your User-Generated Content fully complies with—these Terms and Conditions of Use and applicable laws and will not cause injury to any person or entity.

## **Removal of Content**

### **In general**

Please be aware, however, that if the User-Generated Content has already been sent we will not be able to recapture and delete it. Also, a back-up or residual copy of the User-Generated Content we remove from this Site may remain on back-up servers.

## **DISCLAIMERS**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT (INCLUDING USER-GENERATED CONTENT) ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS SITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS SITE; (C) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THIS SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE AND OUR SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT WE AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

This Site gives you specific legal rights and you may also have other rights which vary from country to country. Some jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in these Terms and Conditions of Use may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in these Terms and Conditions of Use shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

## **Links to third-party websites**

This Site may provide links to other websites operated by third parties. Because we have no control over third-party websites, we are not responsible for the availability of those websites and do not endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites. PRC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such websites. These Terms and Conditions of Use do not apply to your use of third-party websites; your use of such websites is subject to the terms and policies of the owner of such websites.

## **Modification and discontinuation**

We reserve the right at any time and from time-to-time to modify, edit, delete, suspend or discontinue, temporarily or permanently this Site (or any portion thereof) and/or the information, materials, products and/or services available through this Site (or any part thereof) with or without notice. We also reserve the right to terminate your access to and use of this Site or any of its component parts, or to modify, edit, or block your transmissions thereto in our sole discretion. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this Site or your access thereto.

## **Waiver**

Our failure at any time to require performance of any provision of these Terms and Conditions of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by PRC of any breach of any provision of these Terms and Conditions of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms and Conditions of Use.

### **Severability**

If any provision of these Terms and Conditions of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions of Use will remain in full force and effect.

### **Governing law, jurisdiction and venue**

These Terms and Conditions of Use will be governed under the laws of the State of Minnesota without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms and Conditions of Use will be venued exclusively in state or federal court in the City of Minneapolis and County of Ramsey, Minnesota. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

### **Indemnity**

You agree to indemnify and hold PRC and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms and Conditions of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another. We reserve the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

### **These Terms and Conditions of Use may change**

These Terms and Conditions of Use are current as of the effective date set forth above. PRC reserves the right to change these Terms and Conditions of Use from time to time, consistent with applicable laws and principles. These changes will be effective as of the date we post the revised version on this Site.

Your continued use of this Site after we have posted the revised Terms and Conditions of Use constitutes your agreement to be bound by the revised Terms and Conditions of Use. If at any time you choose not to accept these Terms of Use, you should not use this Site.

### **Entire agreement**

These Terms and Conditions of Use (together with our [Privacy Policy and Notice of Privacy Practices](#) and any Privacy Notices or click-through agreements applicable to you) contain the entire understanding and agreement between you and PRC with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and PRC with respect to this Site and your use of this Site.

### **Definitions**

The term "Content" refers to all of the software and code comprising or used to operate this Site, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on this Site, including User-Generated Content and Feedback.

The term "including" means "including, but not limited to."

The term "Site" refers to any website owned by PRC, on which these Terms and Conditions of Use are posted.

The term "User-Generated Content" means all of the text, photographs, images, illustrations, graphics, sounds, video and audio-video clips, and other content you and others post using the social networking tools we make available on this Site and that does not constitute "Feedback."