

## **THE FEMALE HEALTH COMPANY DBA VERU HEALTHCARE WEBSITE TERMS OF USE**

Last Modified: June 26, 2017

### **Acceptance of Terms**

The following terms and conditions, together with any documents they expressly incorporate by reference (these "**Terms of Use**"), govern your access to and use of any website owned by The Female Health Company d/b/a Veru Healthcare ("**Company**", "**we**" or "**us**"), including www.fc2.us.com and www.veruhealthcare.com, as well as any content, functionality and services offered on or through any such website (collectively the "**Website**"), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. Your use of the Website is conditioned upon your acceptance without modification of the terms, conditions, and notices contained or referenced in these Terms of Use. Additional terms and conditions may govern your use of the Website, including Veru Healthcare Online Privacy Policy. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

### **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 forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the 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, including registered users.

You are responsible for:

- 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 registration details or other 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 to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Online Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **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 U.S. 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 transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail 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 Website 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 unauthorized purpose 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 which 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.

### **Typographical Errors**

In the event content on the Website contains incorrect information, or a product is listed at an incorrect price, due to typographical errors or error in pricing information, we will have the right to refuse or cancel any orders placed for products listed at the incorrect price. We will have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account in the amount of the incorrect price.

### **Unsolicited Ideas**

We welcome feedback, questions and comments about our products, services and the Website. As a general policy, we do not accept unsolicited ideas for products or services through the

Website. All communications and other materials (including, without limitation, unsolicited ideas, photographs, drawings, suggestions, or materials) you send to the Website by e-mail or otherwise are and shall remain our sole and exclusive property and may be used by us for any purpose whatsoever, commercial or otherwise, without compensation to you.

### **Children Under 13**

The Website is not intended for children under 13 years of age, and we do not knowingly collect personally identifiable information from children under 13. In the event that we learn we have collected any personal information from a child under the age of 13 without verification of parental consent, we will delete that information from our database as quickly as reasonably possible.

### **Disclosure and Use of Your Communications**

Any information you provide us, or we collect through the use of the Website, will be maintained in accordance with our Privacy Policy. You agree to be solely responsible for providing accurate, current, and complete information about you as requested by us or our affiliates or service providers.

### **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 misuse of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use.

### **Geographic Restrictions**

The owner of the Website is based in the state of Florida in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

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. FURTHER, THE COMPANY DOES NOT WARRANT OR REPRESENT THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS ERROR-FREE OR THAT THE WEBSITE WILL BE UNINTERRUPTED OR FREE OF DEFECTS, INCLUDING, WITHOUT LIMITATION, COMPUTER VIRUSES, WORMS, BUGS, TIMEBOMBS, OR ANY OTHER SIMILAR PROBLEMS AND/OR DEFECTS.

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 WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation of Liability**

THE COMPANY'S, AND ITS PARTNERS, SUPPLIERS AND REPRESENTATIVES', TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF ANY PRODUCTS PURCHASED BY A CUSTOMER. THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, OR YOUR USE OF OR RELIANCE UPON THE WEBSITE OR THE CONTENT HEREOF. IN ADDITION, THE COMPANY HAS NO DUTY TO UPDATE THE WEBSITE, OR THE CONTENT THEREOF, AND THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE TO UPDATE SUCH INFORMATION. FURTHER, THE COMPANY IS NEITHER RESPONSIBLE NOR LIABLE FOR YOUR USE OF OTHER WEB SITES THAT YOU MAY ACCESS VIA LINKS WITHIN THE WEBSITE. THOSE LINKS AND OTHER RESOURCES REFERENCED ON THE WEBSITE ARE PROVIDED MERELY AS A SERVICE TO USERS, AND INCLUSION IN THE WEBSITE DOES NOT CONSTITUTE AN ENDORSEMENT BY NOR AFFILIATION WITH THE COMPANY.

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

## **Security**

The Website does not use a secure server to transmit sensitive data to and from our site. Our credit card processing company uses a secure website to process credit card transactions made through the Website. Be sure not to transmit any credit card or other financial or sensitive data through the Website unless you have first verified that the data is being submitted to our third-party service provider's secure server.

## **Privacy**

Any personal information provided to us by you, or collected by us through the use of the Website will be maintained in accordance with our Online Privacy Policy. You agree to be solely responsible for providing accurate, current, and complete information about you as requested by the Company or its affiliates or service providers. We are not responsible for inaccurate, false or incomplete information.

## **Modifications to Service**

We reserve the right to modify in part or in whole, or temporarily or permanently discontinue the Website or any content contained therein for any reason and at anytime without notice to you. We are not liable to you or any third party for modifications, suspension or discontinuance of any services or content offered on the Website.

## **Intellectual Property and Usage Restrictions**

All contents exhibited on the Website, whether artwork, text, graphics, logos, icons, trade names or any other elements are owned by us and third parties who have granted us the right to use and/or sell such elements and reprints on the Website. The arrangement and compilation of all content on the Website are our exclusive property and are protected by U.S. and international copyright laws. All software used on the Website is the property of us or our software suppliers and is protected by United States and international copyright laws. You may not copy, reproduce, republish, post, distribute, transmit, or modify or otherwise use in any way any part of the Website without our express prior written consent. You further agree not to reverse engineer, hack, spam, block, disrupt, or otherwise change or alter the Website; to do so may subject you to legal liability. We will, in its sole discretion, take all appropriate legal action and recourse for violations hereof.

## **Copyright / Trademark Compliance & Complaints**

We honor the intellectual property rights of others. If you believe that your work has been copied or used on the Website in a way that constitutes copyright or trademark infringement, please notify us by following the procedure set forth in the following section. Upon receipt of any bona fide claim of infringement, or upon becoming aware of any actual or alleged infringement by any other means, we will remove such actual or alleged infringing products from the Website pending our investigation.

## **Notice and Procedure for Making Claims of Copyright / Trademark Infringement**

If you believe that your work has been copied, distributed, or used by us in a way that constitutes copyright or trademark infringement, please provide us with the written information specified below. Please note that this procedure is exclusively for notifying us and our affiliates of your belief that your copyrighted material or trademark(s) has been infringed.

The written information you should provide is:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest;
- A description of the copyrighted work or trademark that you claim has been infringed;
- A description of the location on the Website of the claimed infringing material, including the ID number, if applicable;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the claimed infringing use is not authorized by the copyright or trademark owner, its duly authorized agent, or the law; and
- A statement by you that the above information in your notice is accurate and that you are the copyright or trademark owner or are authorized to act on the copyright or trademark owner's behalf.

Our agent for notice of claims of copyright or trademark infringement relating to the Website can be reached as follows:

The Female Health Company/Veru Healthcare  
4400 Biscayne Boulevard, Suite 888  
Miami, Florida 33137  
**info@veruhealthcare.com**

## **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 Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida 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 Florida in each case located in Miami-Dade County, Florida, 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.

### **Waiver and Severability**

No waiver of by the Company of any term or condition set forth 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.

### **Entire Agreement**

These Terms of Use, our Online Privacy Policy and the other terms and conditions set forth by the Company on the Website constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.