# Terms of Use

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**Introduction**

PPFA is pleased to provide you with this site for your personal education, but nothing on this site constitutes a recommendation for medical care, nor does PPFA make a warranty of any kind in terms of their appropriateness for individual on-line users.

Planned Parenthood believes that every individual must have access to the health care information and services that can allow taking responsibility for one's health. Be smart about your health and your life. Arm yourself with good information about sexual and reproductive health maintenance. Use www.plannedparenthood.org and visit a qualified health care provider for personal medical evaluation, counseling, and services.

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These terms and conditions shall be governed by and construed in accordance with the laws of the state of New York, U.S.A, and you agree to submit to the personal jurisdiction of the courts of the state of New York. In the event that any portion of these terms and conditions is deemed by a court to be invalid, the remaining provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Web site, or the use of this Web site, must be filed within one year after such claim or cause of action arose and must be filed in a court in New York, New York, U.S.A.

**7. User Rules**

In order to maintain an informative and valuable service that meets the needs of the viewers and avoids harm to others, it is necessary to establish and for you to follow these User Rules:

a. THE USER MAY DOWNLOAD, PRINT, OR TRANSMIT INFORMATION FROM THE PPFA WEB SITE FOR PERSONAL, PRIVATE USE. HOWEVER, THE USER MUST MAKE SURE THAT PROPER COPYRIGHT NOTICE IS AFFIXED TO EACH COPY TRANSMITTED OR PRINTED AND IN NO CASE MAY THE MATERIALS BE REPRODUCED IN BULK OR FOR COMMERCIAL USE WITHOUT EXPRESS, WRITTEN PERMISSION FROM  
PPFA MARKETING DIVISION  
123 WILLIAM STREET  
NEW YORK, NY 10038

b. Users may not post or transmit any message that is libelous or defamatory, or violates any other person's copyrights, privacy rights, trademarks, trade secrets, or rights in other confidential information. The User indemnifies PPFA for any and all damages suffered by third parties as a result of the User's violation of this term.

c. Users may not post or transmit any message, data, image, or program with the intent to threaten the safety of others and/or with the effect of causing a reasonable person to perceive a threat to his or her safety.

d. It is not the intent to discourage Users from taking controversial positions or expressing vigorously what may be unpopular views; however, PPFA reserves the right to take such action as it deems appropriate in cases where the PPFA Web site is inappropriately used to disseminate statements or materials that are reasonably construed as abusive, destructive, harmful, or threatening to the safety of others.

e. Users may not interfere with other Users' use of the PPFA Web site, including, without limitation, disrupting the normal flow or use of the service.

f. Users may not post or transmit any file which contains "viruses," "worms," "Trojan horse" or any other contaminating or destructive features.

g. It is our general policy to protect the privacy of the persons transmitting any messages to PPFA. However, PPFA reserves the right to reproduce and distribute part or all of a message without any compensation to the User so long as any identifying information is deleted.

We reserve the right to remove any information that is posted in violation of these terms and to suspend any registered user accounts for persons who violate these terms and conditions.

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Name of Agent Designated to Receive  
Notification of Claimed Infringement: General Counsel

Full Address of Designated Agent to which  
Notification Should be Sent:

c/o Office of the General Counsel  
Planned Parenthood Federation of America, Inc.  
123 William Street, New York NY 10038

Telephone Number of Designated Agent: 212-541-7800

Facsimile Number of Designated Agent: 212-868-4677

E-mail Address of Designated Agent: [dmca@ppfa.org](mailto:dmca@ppfa.org)

To be effective, Section 512(c)(3)(A) of Title 17 of the United States Code requires that your notification of claimed infringement be a written communication and that it include each of the following elements:

* A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
* A description of the copyrighted work claimed to have been infringed, or if more than one work is covered by the notice of claimed infringement, a description of each work.
* A description of the infringing activity or of the work that is claimed to be infringing and information about the location on this Web site (or, if the infringing information is located on another Website linked to through this website, information about the location of the link or reference on this Web site) where the alleged infringement is occurring that is reasonably sufficient to allow us to locate the infringing material.
* Sufficient information to allow us to contact you, including your name, address, telephone number and, if available, your e-mail address.
* A statement by you 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.
* A statement by you that the information in the notice of claimed infringement 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.

**SPOT ON**

**END USER AGREEMENT**

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You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement.  You shall not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others.  You shall not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming.  You shall not use the Service in any manner that could damage, disable or impair the Service.  You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means.  You shall not use any robot, scraper or other means to access the Service for any purpose.

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YOU HEREBY RELEASE AND HOLD OPERATOR, ITS LICENSORS, SUPPLIERS AND PROVIDERS AND ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE.  YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

YOU ACKNOWLEDGE AND AGREE THAT OPERATOR IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT OPERATOR IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICE.  OPERATOR, ITS LICENSORS, SUPPLIER AND ALL THIRD PARTIES WHO PROMOTE THE SERVICE OR PROVIDE YOU WITH A LINK TO THE SERVICE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF HEALTHCARE VIA THE SERVICE, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE.

**TERMINATION**

Operator may suspend or terminate your access to the Service at any time, for any reason or for no reason at all.  Operator has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion.  Operator reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice.  Operator reserves the right to delete or change any username or password at any time, for any reason or for no reason at all.

**INDEMNIFICATION**

Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless, and defend Operator and its parents, subsidiaries, affiliates, licensors, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, “Indemnified Parties” and each, individually, an “Indemnified Party”) against all costs, expenses, liabilities and damages (including reasonable attorney’s fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your failure to comply with any applicable laws and regulations; and (ii) your breach of any of its obligations set forth in this Agreement.  You shall not settle any such claim without the written consent of the applicable Indemnified Party.

**ELECTRONIC CONTRACTING AND NOTICES**

You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the services (collectively, “Notices”).  We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Service or otherwise through our site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery.  You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the applicable service.

**INFORMATION SHARING**

You may opt out of receiving such materials by contacting us at [support@plannedparenthoodcare.org](mailto:support@plannedparenthoodcare.org). Finally, when using the Service you may be asked if you would like to share certain personal health information collected by Apple’s HealthKit with Planned Parenthood.  By clicking on “SYNC” you are authorizing Planned Parenthood to collect such information.  Sharing this information is voluntary; you do not have to click “SYNC” in order to use the Service.

**MISCELLANEOUS**

This Agreement shall be governed by the laws of the State of New York without regard to its rules on conflicts or choice of law.  You hereby consent to the exclusive jurisdiction of the courts of the State of New York for the resolution of any dispute based upon or relating to this Agreement.  This Agreement constitutes the sole Agreement between you and Operator relating to your use and our provision of the Service and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or Operator.  Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole.  Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default.  No waiver by Operator of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.  You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part.  This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties’ respective successors and permitted assigns.  Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by the parties.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**WHAT INFORMATION DO WE COLLECT**

When using the Online Services you may be asked if you would like to share certain personal health information collected by Apple’s HealthKit with Planned Parenthood. By clicking on “SYNC” you are authorizing Planned Parenthood to collect such information. Sharing this information is voluntary; you do not have to click “SYNC” in order to use the Service.

**SMS/MMS Policy for General Updates**

Planned Parenthood Federation of America (PPFA) offers an optional text messaging service to supporters, allowing for short communications regarding relevant and timely events, advocacy calls to action, and campaign opportunities. SMS alerts are available on AT&T, Verizon Wireless, Sprint, T-Mobile®, U.S. Cellular®, Nextel, Virgin Mobile, and others. Message frequency varies.

We collect mobile phone numbers and consent to send messages when you text message PPFA's SMS numbers with a short code (such as PPFA), sign up via website forms, or register at a PPFA-related event. Message and data rates may apply. User will receive receive 1 SMS per request, and will receive SMS MT if the device does not support MMS.

For general text message updates from PPFA, text PPFA to 22422. If you wish to unsubscribe from text messages at any time, simply text message STOP to 22422. Text HELP to 22422 with any questions or concerns. You can re-subscribe at any time by texting PPFA to 22422.

**SMS/MMS Policy for Health Educators Program**

* Text PPNOW to 774636 to receive text messages from PPFA Alerts about pregnancy, birth control, emergency contraception, STDs and abortion.
* User will receive SMS MT if the device does not support MMS.
* Get 1 SMS per request.
* Supported carriers include AT&T, Sprint, T-Mobile™, Verizon Wireless, Metro PCS, Nextel, Virgin Mobile, US Cellular Corp.™, ACS Wireless, All West Wireless, Bluegrass, Boost USA, Cambridge Telecom, Cellcom, Cellular South, Centennial, Cincinnati Bell, Cricket Wireless, Dobson, Cellular One of East Central Illinois, Appalachian Wireless, Farmer’s Mutual Telephone Company, General Communications, Golden State Cellular, PC Management, Inland Cellular, Illinois Valley Cellular, Nex-Tech Wireless, Nucla-Naturita, nTelos, Revol, Silver Star PCS (Gold Star), Snake River PCS, South Central, Syringa, Thumb Cellular, UBET Wireless, Unicel, United Wireless, and West Central Wireless. T-Mobile™ is not liable for undelivered or delayed messages.
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* Message and Data Rates May Apply.

Contact Us:  
Planned Parenthood Federation of America  
123 William Street      
New York, NY 10038  
Phone: 1-800-430-4907  
[Privacy Policy](https://www.plannedparenthood.org/privacy-policy)

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2. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator. SMS MESSAGE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.
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