

PeriFACTS® OB/GYN Academy Terms and Conditions

Refund and Cancellation Policy-

For subscription-based purchases: Refunds will be issued when the subscriber notifies the periFACTS® office in writing that the individual subscriber or subscriber group wishes to terminate their subscription. Notification must be received by email or postmarked prior to the subscriber's or group's renewal start date. Subscriptions renew automatically and are on-going unless written notification of non-renewal is given to periFACTS® by the subscriber before the renewal period date in writing by email or by postmarked mail. If notice of cancellation or non-renewal is not received in writing prior to or by your renewal start date, you agree to pay per user a pro-rated monthly rate for each month your subscription was active through the time of your cancellation notice date. Refunds will be made within 6 weeks of receiving notice of non-renewal if the subscription qualifies for a refund, in part or in full, by credit card or by check, and is based on the original payment method and subject to the refund policy and procedures of The University of Rochester.

For all other purchases: Refunds will be issued upon written notification to the periFACTS® office via mail or email (periFACTS@urmc.rochester.edu) within FIVE business days of the original purchase date. No refunds will be issued to customers who have completed any part of any educational material, or have downloaded any videos or downloadable media. Refunds will only be issued for physical items, including but not limited to books, textbooks, and DVDs, if returned in new condition within 10 business days. Refund requests for purchases made through external partners, i.e. Amazon Affiliate Books, must be made to the specific merchant and are subject to the merchants applicable refund policy.

User Agreement-

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE PARTICIPATING IN THE periFACTS® PROGRAM. Your participation in periFACTS® is expressly conditional on your acceptance of the following terms and conditions.

This User Agreement is between the Authorized User (“You”) and periFACTS®. The Authorized User is defined as any and all persons participating in a periFACTS® program whether participation is through a periFACTS® group or individual purchase, for a subscription, or any other educational material. “periFACTS” refers to the periFACTS® OB/GYN Academy programs sponsored by the Division of Maternal-Fetal Medicine and Perinatal Nursing, Department of Obstetrics and Gynecology, at the University of Rochester Medical Center, in Rochester, NY, USA. “Subscription” is defined as an annual, paid Subscription to periFACTS offered in calendar-year increments that renews automatically, in which subscribing participants receive monthly postings of Educational Materials from periFACTS through a password-protected website. “Educational Material(s)” refers to the courses, articles, didactics, clinical case studies, review tests, videos, and any other educational materials published by periFACTS including any materials that are part of the “Subscription”.

1. **Registration and Purchases:** By completing **periFACTS**'s Subscription registration process, by actively participating in a group subscription or program, or by purchasing a **periFACTS** Educational Material, You become an authorized user of **periFACTS**. As an authorized user, online education will be made available to You, generally through the password-protected learning management system or **periFACTS** website. Access to **periFACTS**'s learning management system and its components and learning materials are for your individual use only. Under these terms, You agree not to share your username and password and agree not to forward our educational materials or subscription materials to unauthorized persons.

You cannot receive both CNE contact hours and continuing medical education (CME) credits concurrently. If a provider registers for CNE contact hours and at a later date decides they would prefer to receive continuing medical education credits, they must request this change within 180 days of their initial registration or subscription renewal. This request only will be valid for the current year and there will be an additional fee required. If a provider registers for continuing medical education credit and at a later date decides they would prefer to receive CNE contact hours, they must request this change within 180 days of their initial registration or subscription renewal. This request only will be valid for the current year and there may be an additional fee required.

2. **Modifications:** **periFACTS** reserves the right to modify the terms and conditions of this agreement and your continued use of **periFACTS** will be conditional upon the terms and conditions in force at the time of your use. Your continued use of **periFACTS** will signify your agreement to be bound by the User Agreement as amended. **periFACTS**'s Subscriptions and Educational Materials and all of its contents are copyrighted. The customers of **periFACTS** are given a limited license to use its contents for personal or internal company use for educational purposes use only.
3. **License:** You may use the Educational Materials solely in the regular course of your business, research, and other related work, such as your review of the Educational Materials or the incorporation of portions of the Educational Materials in your own work product. You must retain the copyright and other source-identification notices included with the Educational Materials. You may not copy or distribute the Educational Materials nor may You sell or license the Educational Materials or use the Educational Materials as a component of any commercial material. If You are interested in obtaining permission to use our content, contact the **periFACTS** office for written consent.
4. **Title:** Except for the license granted herein, all rights, title, and interest in the Educational Materials (including all copyrights therein) are and shall continue to be the exclusive property of **periFACTS**.

5. **No Assignment:** You may not assign, sublicense, or otherwise transfer this Agreement or any part of it to a third party without **periFACTS**'s prior written consent. You are responsible for all access to and use of **periFACTS**'s Subscription or Educational Materials by means of your username and password, even if You did not know of or authorize such access and use. You may not share your password, nor share access to any **periFACTS** online or transmissions through the use of forwarding.
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Reference to any specific commercial products, process, or service by trade name, trademark manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by **periFACTS**.

7. **Privacy:** **periFACTS** will not sell or distribute your hospital/perinatal center names, participant names, addresses, telephone numbers, fax numbers, e-mail addresses, or other information without your express consent. By purchasing any program, including but not limited to a free trial program, from **periFACTS**, You consent to receiving marketing and programs update emails and You can opt-out at any time by emailing **periFACTS** directly at periFACTS@urmc.rochester.edu with the Subject: UNSUBSCRIBE.
8. **Inactivation due to inactivity:** **periFACTS** reserves the right to inactivate an account after 180 days of inactivity or lack of purchase. **PeriFACTS** may notify You via email before the account is inactivated. You may extend your access period by logging in to your account before the expiration date or by requesting an extension before your account is deactivated by email to perifacts@urmc.rochester.edu or by United States mail to:
- periFACTS OB/GYN Academy**
University of Rochester Medical Center
Department of Obstetrics and Gynecology
601 Elmwood Avenue, Box 668
Rochester, NY 14642-8668

All **periFACTS** notifications are sent via email to the Authorized User's email address on file.

9. **Termination:** You may terminate this Agreement and your participation in **periFACTS** at any time by providing notice of termination to **periFACTS** by e-mail at: periFACTS@urmc.rochester.edu or by United States mail at:

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PeriFACTS may terminate the User Agreement and your access to **periFACTS**'s Educational Materials at its sole arbitrary discretion. It will give You a written termination if You commit a material breach of this Agreement or if **periFACTS** determines You are ineligible to use **periFACTS**'s Educational Materials. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY** shall survive any termination of this Agreement.

Subscriptions automatically renew annually and require payment unless written notification of non-renewal is received from the subscriber by email (to: periFACTS@urmc.rochester.edu) or by postmarked mail before the first day of the renewal period month. See **Refund Policy** above for further terms and conditions. Failure to notify **periFACTS** before the first day of the renewal period month to terminate a subscription will require payment of the subscription for the period the program was actively made available to You. Payment may be due in full or for the pro-rated amount of time based on timeframe in which You notify **periFACTS** after your subscription has renewed.

Group access to group programs with "unlimited" enrollments are subject to auditing and **periFACTS** reserves the right to disable or limit access if misuse or inappropriate enrollment behavior is detected. Group access is meant for one company and group programs can only be accessed by a direct employee of the Authorized User's company. Any sharing of the group access information outside of the Authorized User's direct organization is strictly prohibited. No refunds will be given should the Authorized User's group with unlimited access be disabled or limited.

10. **Contact Hour/CME Certificates (when available):** To be eligible for a contact hour/CME certificate, You must complete successfully the applicable educational material, and be an active participant at the time that the educational material for which you are receiving credit were open to our **periFACTS** participants. Contact hour/CME certificates are made available following the successful completion of each clinical case study/review test eligible for any applicable continuing education credit. You have the option of printing your contact hour/CME certificate(s) or saving them as a portable document file (PDF). Your contact hour/CME certificates will be available online, if you completed your clinical case study/review test online successfully, for a period of four years. If You require our office to produce a copy of your contact hour certificate, there will be a fee required for each contact hour certificate copy requested. The Office of Continuing Professional Education will make a CME report available to You at Your request at no additional fee; however, if You need a copy of a CME certificate, a fee will be required.

11. **2023 Billing:** Effective January 1, 2023, all 2023 periFACTS programs will be moving to calendar access and calendar year billing in 2023. Some programs will be pro-rated based on the number of months of access through the end of each calendar year. Other programs will be one price for access through the end of the calendar year, regardless of the purchase date. See each individual item's description for access information and pricing. All periFACTS accounts and purchases in 2023 will be through 12/31/2023 11:59 PM ET. All programs and accounts will require renewal in 2024 to continue. We are unable to take pre-payment for 2024 and all programs eligible for renewal will be contacted by Q4 2024 for 2024 access.

12. **General Provisions:** This User Agreement will be governed by the laws of the New York State. If any provision of the Agreement is determined by a court to be void, invalid, unenforceable, or illegal, the enforceability of the other provisions of the Agreement will not be affected. Failure to enforce any provision of this User Agreement will not constitute a waiver of the right to later enforce it. You agree to provide **periFACTS** with accurate and complete information necessary to process your **periFACTS** purchase and to promptly notify **periFACTS** of any changes in such information. Failure to do so will constitute a material breach of this Agreement, for which **periFACTS** will have the right to terminate your access to **periFACTS** and its services and programs under Section 9 above.

13. **Declaration of Compliance with the Health Insurance Portability and Accountability (HIPPA) Act of 1996:** **periFACTS**, through the University of Rochester Medical Center, is in full compliance with the federal government's regulations regarding the safeguarding and protection of each client's privacy and confidentiality. Any questions relating to compliance should be directed to our office.