

## PeriFACTS® OB/GYN Academy Terms and Conditions

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### User Agreement-

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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.
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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](mailto:perifacts@urmc.rochester.edu) or by United States mail to:  
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All **periFACTS** notifications are sent via email to the Authorized User's email address on file.

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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](mailto: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.

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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. **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.
  
12. **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.