

## SGO SEEK A SPECIALIST TOOL

### TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS (THESE "TERMS") CAREFULLY BEFORE USING THE SGO SEEK A SPECIALIST TOOL (the "Tool") operated by the Society for Gynecologic Oncology and/or its affiliates (collectively, "SGO"). This statement describes the terms and conditions of use of the Tool.

By using the Tool, you acknowledge and agree to be bound by the SGO Seek a Specialist Tool Terms and Conditions. **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE TOOL.**

**Medical Emergencies: Call 911 if you think you may have a medical emergency. DO NOT USE THE TOOL FOR MEDICAL EMERGENCIES.**

**Physician Users Only:** Physicians must be an eligible Full Member in good standing of SGO in order to have our permission to register for the Tool and maintain a profile as a "Specialist" (each such Physician User, a "Member"). In order to be an eligible SGO Full Member, you must be (a) actively practicing in gynecologic oncology or related fields and accepting new patients, (b) licensed to practice medicine in the jurisdiction of practice, and (c) board-certified or board-eligible trained to meet the American Board of Obstetrics and Gynecology (ABOG) requirements in obstetrics and gynecology and in gynecologic oncology.

You represent that any information you enter regarding you and your practice in the Tool is current, accurate, and complete. SGO reserves the right to discontinue your access or registration to the Tool at any time for any reason. You acknowledge that SGO may exercise its rights to delete any content you submit without notice to you. SGO has no obligation to post your profile, if, in its sole discretion, SGO believes the information you submitted to be unlawful, inappropriate, in violation of these Terms and/or outside the scope of the Tool. SGO reserves the right in its absolute discretion to determine what profiles are published in the Tool. If you do not agree to these Terms, please do not use the Tool.

You agree not to submit or provide any information which identifies a patient or otherwise constitutes protected health information or personally identifiable information under federal or state privacy laws without the legal authority to do so, including without limitation obtaining any and all required authorizations and/or consents.

You acknowledge and agree that you are exclusively and solely responsible for the care of and treatment decisions for your patient(s) including any identified through use of the Tool, and none of SGO, the Tool, nor any other Member or physician shall be responsible to you or any patient for claims, disputes, decisions, damages or settlements arising therefrom. You agree to indemnify and hold harmless SGO, its officers, directors, employees, contractors, volunteers, and agents, or its successors, assigns and affiliate (collectively, the "SGO Parties") from and against any and all costs, losses, claims, damages and liabilities, including reasonable attorneys' fees, incurred by it, arising out of (i) any dispute, cause of action or claim arising between me (or any

entity through which you practice medicine) and a patient or potential patient (or their authorized representative) who contacted me using the Tool, (ii) my negligence or willful misconduct or of any entity through which I practice medicine (or any successor entity thereto) in connection with my treatment of (or failure to treat) the a patient or potential patient (or their authorized representative) who contacted me using the Tool; or (iii) any injury (including without limitation bodily harm, mental or emotional distress and death), loss and any and all damages sustained or suffered (or allegedly sustained or suffered) by any patient.

**All Users:**

Unless otherwise specified herein, reference to “You” shall include Members.

The Tool is for informational purposes only. The Tool is intended to assist you in locating a physician in your area. It does not constitute a referral or recommendation. SGO does not track specific performance by the physicians listed in this database. The Tool is limited to SGO Full Members who are (a) actively practicing in gynecologic oncology or related fields and accepting new patients, (b) licensed to practice medicine in the jurisdiction of practice, and (c) board-certified or board-eligible trained to meet the American Board of Obstetrics and Gynecology (ABOG) requirements in obstetrics and gynecology and in gynecologic oncology. All information is self-reported by the SGO Member and SGO does not undertake to independently verify the information that appears in these profiles or current licensure/certification status. You are responsible for determining the qualification of the provider you select and verifying current credentials and licensure.

You warrant to SGO that you will not attempt to gain unauthorized access to the Tool or computer systems or networks connected to any SGO server through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by SGO. When using the Tool, you agree not to pretend to be someone else or spoof their identity.

If the services require you to create an account to use for logging on to the Tool or completing a submission form, you agree to provide us with current, accurate, complete information in your responses. If applicable, you are responsible for choosing and protecting your username and password and for all activities that occur using your user name and password and you agree not to share your user name and password. You may not use another person's user name and password without the permission of its owner.

You fully are responsible for all content, including but not limited to registration data, photos, videos, comments, text, documents and other information ("User Submissions") that you upload, enter or transmit to a Member and/or the Tool. You agree that you will not upload any User Submission that infringes or violates any rights of any party or that compromises the privacy of any person or patient. In particular, you are specifically prohibited from posting or transmitting to the Tool or any Member (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other

proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your provision of such content to the Tool or any Member.

#### Commercial Use

For the avoidance of doubt, the Tool may not be used by our visitors for any commercial purposes such as to contact our users, approach users regarding products or services of third-parties or other commercial activities. You must obtain our prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication.

#### Not Medical Advice

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#### Indemnification

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#### Miscellaneous

If any part of these Terms is deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Tool or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles herein are for convenience only and have no legal or contractual effect.

By using the Tool, you further agree that you will not use the Tool or any materials available thereon for any unlawful activity, or use it in any way that would violate any of these Terms.

*Modification of Terms*

SGO reserves the right to modify these Terms at any time without giving you prior notice. Your use of the Tool following any such modification constitutes your agreement to follow and be bound by these Terms as modified. The last date these Terms were revised is set forth below. These Terms are in addition to such terms and conditions and privacy policies as may apply to your use of the SGO or its affiliate's website, of which the Tool landing page may be a part thereof. In the event of a conflict between these Terms and the SGO or its affiliate's website terms of use and privacy policy, the term most protective of SGO's rights and most limiting of SGO's liabilities (or the rights and liabilities SGO's affiliates) shall apply. In all other instances, these Terms shall govern and control your access to and use of the Tool, including all interactions with SGO Members whose information appears herein.

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