

## **Additional Legal Terms to Progeny Questionnaire Terms of Use**

### **Security**

The security of any data you submit via this Application is very important to us. This Application uses password protection and encryption technology, and conforms to requirements of the Health Information Portability and Accountability Act of 1996 (“HIPAA”), and we regularly review our security practices to help ensure that your data is maintained securely. If we learn of suspicious activity involving a user account or user data, Progeny has the right to immediately suspend access or terminate a user account. No system, however, can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Moreover, when you transmit information via the Internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us.

### **No Medical Advice**

The information contained in this Application is provided as a public service by Progeny. It is posted for informational and educational purposes only and is not intended to be a substitute for consulting a health care professional or obtaining professional medical advice, diagnosis, or treatment. We do not directly or indirectly practice medicine, render medical advice, or dispense medical services via this Application. Nothing contained in this Application should be intended to be a medical diagnosis or treatment directive or recommendation. Progeny does not recommend or endorse any specific physician, product, procedure, opinion, service, or other information that may be mentioned or linked to through the Application. Reliance on any information provided by Progeny, employees of Progeny, or other users of the Application is solely at your own risk.

### **No Warranty**

Progeny makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through this Application. Although we make reasonable efforts to include accurate and up-to-date materials in this Application, any information presented in the Application as of a particular date may only be accurate as of such date and Progeny disclaims any responsibility to update such information. You are responsible for verifying any information before relying on it. Progeny makes no representations or warranties that use of the Application will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that any content you obtain from the Application is free of viruses. The information on this APPLICATION is provided solely on an “AS IS” and “AS AVAILABLE” basis, without warranty of any kind. PROGENY HEREBY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION IN THIS APPLICATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL, WRITTEN, OR IN OTHER FORM.

## **Changes to These Terms**

Progeny may revise or modify these Terms from time to time, in which case they will be presented to you the first time that you login to the Application after such modifications have been made. If you disagree with these Terms, your sole remedy is to discontinue your use of this Application. Any use of this Application by you after such notice shall constitute acceptance of the changes.

## **Limitation of Liability**

PROGENY SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN THAT IS BASED ON THE INFORMATION PRESENTED IN THIS APPLICATION. PROGENY EXPRESSLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE APPLICATION, EVEN IF PROGENY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE APPLICATION, THE INABILITY TO USE THE APPLICATION, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE APPLICATION. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THIS APPLICATION, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS APPLICATION.

## **Indemnification**

You agree to indemnify, defend, and hold Progeny and its directors, officers, employees, agents, and contractors harmless from and against any and all claims, damages, losses, costs (including, without limitation, reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; or (ii) your activities with respect to this Application.

## **Prohibited Conduct**

In using this Application, you may not do the following or assist another in doing the following:

- Attempt to gain unauthorized access to any portion or feature of the Application;
- Probe, scan, or test the vulnerability of the Application or any network connected to the Application;
- Use any device, software, or routine to interfere with the proper working of the Application or with any other person's use of the Application;
- Impersonate a person or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Progeny on or through this Application;
- Use this Application to disclose or obtain another person's personal information, or collect information about users of this Application;

- Use any automated system, such as, but not limited to, “robots,” “spiders,” “page scrape,” or “offline readers,” that access this Application in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Transmit or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment;
- Use the Application in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Progeny;
- Upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, gender identity, or any other statutorily protected status; or
- Violate any applicable laws or regulations or these Terms.

## **Intellectual Property**

All information, communications, software, photos, text, video, graphics, music, sounds, images, and other materials in this Application (collectively, “Content”) are the property of Progeny, unless otherwise indicated, and are protected by copyright, trademark, and other intellectual property laws. Progeny enforces its intellectual property rights to the fullest extent permitted by law. The Content in this Application may not be distributed, downloaded, modified, reused, reposted, or otherwise used, except that you may view, use, and download a single copy of this Application for your informational, non-commercial use. Except as provided herein, no Content in this Application may be copied, downloaded, or stored in a retrieval system for any other purpose, nor may you redistribute the Content, incorporate the Content into your own site or written materials, or create derivative works for any purpose, without the prior written permission of Progeny.

## **Governing Law & Venue**

You agree that any dispute relating to this Application will be resolved according to the laws of the State of Florida, without regard to conflict of law rules. You agree that the courts of the State of Florida have exclusive jurisdiction over any legal proceedings arising out of or related to your use of the Application.

## **Severability**

If any part of the Terms is determined by a court of competent jurisdiction not to be enforceable for any reason, this will not affect the validity of the other parts of the Terms, which will continue to be in full force and effect.

## **Entire Agreement**

You acknowledge that these Terms represent the entire agreement between you and Progeny with respect to this Application, and that no other representations or promises, verbal or otherwise, will affect these Terms.