



Terms of Use

If you use <https://coldwaterprimarycare.com> (the “Website”), then you shall be deemed to accept and comply with these Terms of Use (“Terms”). Reading and accepting the terms of use and reading and accepting the provisions of the privacy policy of <https://coldwaterprimarycare.com> are required for considerations for <https://coldwaterprimarycare.com> granting you the right to visit, read, or interact with it. If you do not agree to all of these Terms, then do not use this Website. These Terms apply to anyone visiting the Website.

By viewing, visiting, using, or interacting with <https://coldwaterprimarycare.com> or with any banner, pop-up, or advertising that appears on it, you are agreeing to all the provisions of this terms of use policy and the privacy policy of <https://coldwaterprimarycare.com>.

<https://coldwaterprimarycare.com> reserves the right to deny access to any person or viewer for any reason. Under the terms of the privacy policy, which you accept as a condition for viewing, <https://coldwaterprimarycare.com> is allowed to collect and store data and information for the purpose of exclusion and for many other uses.

The terms of use agreement may change from time to time. Visitors have an affirmative duty, as part of the consideration for permission to view <https://coldwaterprimarycare.com>, to keep themselves informed of changes.

1. Privacy

Please refer to our Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use this Website, you signify your agreement to the Privacy Policy as well as these Terms of Use.

2. Copyright

The website and its contents are owned or licensed by the Coldwater Direct Primary Care. Material contained on the website must be presumed to be proprietary and copyrighted. Visitors have no rights whatsoever to use of the site content. Use of website content for any reason is unlawful unless it is done with express contract or permission of the website.

3. Use of Information from this Website

Unless you have entered into an express written contract with this website, visitors, viewers, subscribers, members, affiliates, or customers have no permission to use this information in a commercial or public setting; you have no permission to broadcast it, copy it, save it, print it, sell it, or publish any portions of the content of this website. By viewing the contents of this website you agree with this condition of viewing and you acknowledge that any unauthorized use is unlawful and may subject you to civil or criminal penalties. It is prohibited to use the content of, or portions thereof, including its databases, invisible pages, linked pages, underlying code, or other intellectual property the site may contain, for any reason for any use whatsoever. Visitor agrees to liquidated damages in the amount of U.S. \$100,000 in addition to costs and actual damages for breach of this provision. The visitor warrants that he or she understands that accepting this provision is a condition of viewing and that viewing constitutes acceptance.

4. Hyperlinking to Website, Co-Branding, “Framing” and Referencing Website Prohibited

Unless expressly authorized by website, no one may hyperlink this site, or portions thereof, (including, but not limited to, logotypes, trademarks, branding or copyrighted material) to theirs for any reason. Further, you are not allowed to reference the url (website address) of this website in any commercial or non-commercial media without express permission, nor are you allowed to ‘frame’ the site. You specifically agree to cooperate with the Website to remove or de-activate any such activities and be liable for all damages. You hereby agree to liquidated damages of US \$100,000 plus costs and actual damages for violating this provision.

5. Links

<https://coldwaterprimarycare.com> contains links to other web sites. Please note that when You click on one of these links, You are moving to another web site. Coldwater Direct Primary Care is not responsible for the information, content, or security of any site accessed, or linked to via this site. Links to other sites are provided for convenience only and do not represent any endorsement, sponsorship or approval of the products or services offered by the site owner, or the information or content on such sites. We encourage You to read the privacy statements of these linked sites as their privacy policies may differ from ours.

6. Healthcare

This Website and its content is for informational purposes only. It is not a substitute for personal healthcare or medical advice. Please seek the advice of your physician or other qualified health professional if you have a question regarding a medical condition. If you think you have a medical emergency, seek medical attention by calling your doctor or 911 immediately.

7. Exclusion of Damages

By viewing, using, or interacting in any manner with this site, including banners, advertising, or pop-ups, downloads, and as a condition of the website to allow this lawful viewing, Visitor forever waives all right to claims of damage of any and all description based on any causal factor resulting in any possible harm, no matter how heinous or extensive, whether physical or emotional, foreseeable or unforeseeable, whether personal or business in nature.

8. User Submissions

Visitor agrees as a condition of viewing, that any communication between Visitor and Website is deemed a submission. All submissions, including portions thereof, graphics contained thereon, or any of the content of the submission, shall become the exclusive property of the Website and may be used, without further permission, for commercial use by Coldwater Direct Primary Care without additional consideration of any kind. The visitor agrees to only communicate that information to the Website, which it wishes to forever allow the Website to use in any manner as it sees fit. "Submissions" is also a provision of the Privacy Policy.

9. Disputes

As part of the consideration that the Website requires for viewing, using or interacting with this website, Visitor agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to the use of the website, including solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Hearings will take place in the 15th Circuit Court of Branch County, Michigan.

You will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, and / or travel expenses.

10. Changes to Our Terms of Use

The Terms of Use may change from time to time. It is our policy to post any changes we make to our Terms of Use on this page. The date the Terms of Use was last revised is identified at the bottom of the page. You are responsible for periodically visiting our Website and this Terms of Use to check for any changes. Your continued use of this Website after we make changes is deemed to be acceptance of those changes.

To ask questions or comment about this Terms of Use or website, contact us at:

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