

Website & Text Messaging Terms and Conditions
Last Updated: March 2023

These Website & Text Messaging Terms and Conditions (“Terms”) are a legal agreement between **Michigan Ear Nose Throat and Allergy Specialists PC** (“Company,” “we,” “us,” “our”) and you (each a “Party” and collectively, the “Parties”) related to your use of our website **michiganentallergy.com** (the “Website”) and, if applicable, our SMS text messaging program (“Text Message Services”) (collectively, the “Services”). By accessing or using the Website, and if applicable, by opting-in (or for information messages, by providing your phone number) to the Text Message Services, you agree to these Terms and you represent that you have the authority to agree to receive text messages at the telephone number that you provide to the Text Message Services, or from which you sent the text message request to us.

SECTION 10 "DISPUTE RESOLUTION" CONTAINS A BINDING ARBITRATION AGREEMENT, CLASS ARBITRATION AND CLASS ACTION WAIVER, AND PRIVATE ATTORNEY GENERAL ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST COMPANY TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. Please follow the instructions in the Dispute Resolution provision below if you wish to opt out of this provision.

We may update or change the Terms from time to time, at our sole discretion, with or without notice to you. Your continued use of any part of the Website and/or Text Message Services constitutes acceptance of such change to the Terms (including, as applicable, changes to Section 6, “Text Messaging Terms and Conditions”). Although we may endeavor to notify you when substantive changes are made to the Terms, you should periodically review the most up-to-date version prior to using the Services. If you do not agree to any modifications of these Terms, you must discontinue use of the Services.

1. License and Restrictions to Use of the Services.

- a. Subject to the terms and conditions of these Terms, Company hereby grants to you a non-transferable, non-sublicensable, nonexclusive, royalty-free, limited license to access and use the Services for personal and non-commercial purposes.
- b. Company reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third-party for any modification, suspension, or discontinuation of the Services or any part thereof.
- c. You are prohibited from using the Services: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any unlawful acts; (iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to cause or launch any programs, spiders, robots, or scripts or other automatic or manual devices or processes for the purpose of extracting, scraping, indexing, surveying, or otherwise data mining any portion of the Website, or unduly burdening or hindering the operation and/or functionality of any aspect of the Website;

- (vi) to attempt to gain unauthorized access to or impair any aspect of the Services, or the related systems, servers, or networks; (vii) for resale, time-sharing or other similar purposes; (viii) to stalk, harass or harm another individual; (ix) to impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity; (x) to use any portion of the Services in any manner that may give a false or misleading impression, attribution or statement as to us or any other person or entity; (xi) to decompile, reverse engineer, jeopardize the correct functioning of the Services, disassemble the Services, or otherwise attempt to derive the source code of the software that enables or underlies the Services, except as may be permitted by applicable law; and (xii) encouraging or assisting a third-party to do any of the foregoing.
- d. You are solely responsible for your use of the Services and Company does not control, endorse, or approve your use of the Services. Company is not responsible for any human error caused by you or any third party. Company is not obligated to review your use of the Services, and we do not regularly monitor use of the Services. However, we may choose, in our sole discretion, to review your use of the Services and take any available legal action in response to illegal and/or unauthorized uses of or access to the Services.
- 2. Proprietary Rights.** All information, graphics, photographs, format, design and other content on the Services (collectively, “Content”) and the operation and interface of the Services are protected by copyright law and other intellectual property laws and are owned by or licensed to Company or its affiliates with permission of the licensor. Unless you are the Content owner, you may not copy, modify, duplicate, create derivative works from, republish, display, transmit, or distribute the Content in any way without the prior written consent of Company. You may not use our tradenames, logos, or trademarks owned by Company (“Trademarks”) without the prior written consent. Additionally, you may not use our Trademarks (a) in connection with any product or service that does not belong to us, (b) in any manner that is likely to cause confusion about whether we are the source, sponsor, or endorser of a product, service, or activity, or (c) in any manner that may damage our reputation. Any breach of these Terms shall immediately terminate the license and rights granted by Company hereunder, and may subject you to civil and/or criminal prosecution.
- 3. Transmission of Information.** Because we do not control the security of the Internet or other networks you use to access the Services or communicate with us, we cannot be, and are not, responsible for the security of information that you choose to communicate with Company while it is being transmitted. In addition, Company is not responsible for any data lost during transmission.
- 4. Your Representations and Warranties.** You represent and warrant that (a) you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country; (b) you are not listed on any United States government list of prohibited or restricted parties; (c) you are of sufficient legal age in your jurisdiction to enter this Agreement; (d) your access and use of the Services does not violate any agreement between you and any third party; (e) you will not upload, disclose, or otherwise provide (or attempt to provide) any Protected Health Information (as defined by HIPAA) to Company using or through the Website; and (f) your access and use

of the Services do not violate any applicable local, state, national or international law, rule, or regulation in your jurisdiction, including, without limitation, laws governing online conduct and the unlawful export of software or technical data to restricted individuals or countries.

- 5. Third-Party Websites and Content.** The Website may contain third-party content or links to third-party websites. Company is not responsible for third-party content or third-party websites, including the content, accuracy, or opinions expressed on such websites, and such websites are in no way investigated, monitored, or checked for accuracy or completeness by Company. Inclusion of any linked third-party website on the Website does not imply approval or endorsement by Company. When you access these third-party websites, you do so at your own risk and become subject to any terms of use and/or privacy policies of those third-party websites.

6. Text Messaging Terms and Conditions

a. Notice and Consent to Receipt of Text (SMS) Messaging and Phone Calls.

- i.** You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or phone calls using automated technology from Company and its affiliates. Such messaging may be used to authenticate your identity or mobile device, as well as for the purposes listed in the "Text Message Services" section below. By opting-in to the Text Message Services, you consent to such communications from the Text Message Services (described below) and for the Text Message Services to use your cell phone number or mobile device number in accordance with Company's Privacy Policy and HIPAA Notice of Privacy Practices. Your cell phone number obtained as part of the SMS consent process will not be shared with third parties for marketing purposes. You acknowledge that no purchase/services are required to opt into this Text Message Services, and you may opt out at any time. Text Message Services are not compatible with all mobile devices or handsets. Message and data rates may apply to any text messages. You hereby agree to be responsible for all costs, charges and fees you incur from your service or device provider because of choosing to receive such messages from Company. Message frequency depends on the nature of your request or services offered to you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
- ii.** In providing your mobile device number or cell phone number to the Text Message Services, sending or receiving text messages via the Text Message Services, or sending a message to a phone number assigned to Company, you knowingly consent to SMS or "text" messages transmitted or received within the Text Message Services being recorded and stored. You acknowledge that such messages will be viewable and processed by Company, and you knowingly consent to the same.

b. Text Message Services.

- i.** When you interact with us, under certain circumstance (e.g., in-person/verbally, by submitting an online form, or completing a paper form) we give you the choice to opt-in to receiving text messages and alerts from automated technology on the mobile phone number(s) you have shared with us.

- ii. *Message Content You May Receive.* Once you affirm your choice to opt-in, your message frequency may vary. You may receive SMS messages about: (1) appointment reminders; (2) billing inquiries; (3) appointment follow up messages; (4) surveys about your experience; and (5) promotions or other offers.
- iii. *To Stop the Service.* To stop receiving marketing text messages from Company, reply “STOP” to any of the text messages you have received from us. After replying with “STOP”, you will receive one additional message confirming that your request has been processed.
- iv. *Questions.* For help, you can text HELP to the number that sent you the message, call us at **(616) 994-2770**, or email us at **office.mient@michiganentallergy.com**. Please keep in mind that if you opt-out of receiving text messages and alerts we may not be able to contact you with important messages regarding your care. However, if there is an emergency or account question, we will make every attempt to contact you in other ways such as by email or on a land line phone. You do not have to opt-in to text messages and alerts to use and enjoy our Website and health care services.

7. Disclaimer of Warranties.

- a. **THE SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**
- b. **FOR PURPOSES OF CLARIFICATION, BUT NOT LIMITATION, OF THE FOREGOING: NEITHER COMPANY NOR ANY OF ITS PARENT OR SUBSIDIARIES, OR AFFILIATES, AND EACH OF THEIR EMPLOYEES OR AGENTS WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE OFFERED THROUGH THE SERVICES; (II) THAT THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU OBTAIN WILL MEET YOUR EXPECTATIONS; OR (III) THAT THE FILES AVAILABLE FOR DOWNLOADING OR SHARING FROM THE SERVICES, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES.**

8. Limitation of Liability.

- a. **Company and mobile carriers are not liable for delayed or undelivered SMS or “text” messages. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, STATUTORY, INCIDENTAL,**

CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE SERVICES OR ANY HYPERLINKED TEXT MESSAGE SERVICES, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE SERVICES, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF COMPANY OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. BY ACCESSING THE SERVICES SUBJECT TO THESE TERMS, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

9. Indemnity. You agree to defend, indemnify and hold harmless Company and its affiliates, licensors and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services, including, but not limited to, any use of the Services offerings, or products other than as expressly authorized in these Terms or your use of any information obtained from the Services.

10. DISPUTE RESOLUTION. PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

a. *Arbitration of Disputes.*

- i. **YOU AND COMPANY MUTUALLY AGREE TO RESOLVE ANY JUSTICIABLE DISPUTES, PAST, PRESENT OR FUTURE, BETWEEN THE PARTIES, OR BETWEEN OR AMONG YOU AND ANY OF COMPANY EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS, EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION INSTEAD OF A COURT OR JURY TRIAL.** Except as it otherwise applies, this Mutual

Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16), or if the Federal Arbitration Act does not apply, then the arbitration law of the State of **Michigan**, and shall apply to any and all claims arising out of or relating to these Terms or your use of the Services (including without limitation the scope, enforceability, validity, or conscionability of this Dispute Resolution provision) whether arising under federal, state, or local statutory and/or common law.

- ii. *Notice of Disputes.* If either Party initiates arbitration, the initiating Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the Party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by you must be delivered to: **3100 N Wellness Dr. Holland, MI.49424.**
- b. *Delegation Clause.* Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Dispute Resolution provision, including without limitation any claim that all or any part of this Dispute Resolution provision is void or voidable. One arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues, including issues relating to whether these Terms are applicable, unconscionable, or illusory and any defense to arbitration, including without limitation waiver, delay, laches, or estoppel. However, only a court of competent jurisdiction, and not an arbitrator, shall have the exclusive authority to resolve any and all disputes arising out of or relating to the Class Action Waiver, including, but not limited to, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, illegal, void, or voidable. **BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND COMPANY ARE WAIVING THE RIGHT TO BRING A CLAIM IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS DISPUTE RESOLUTION PROVISION (SECTION 10).** This Dispute Resolution provision is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Dispute Resolution provision are expressly excluded from the requirement to arbitrate.
- c. *Arbitration Procedures.* The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, but will not be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. Unless you and we agree otherwise, any arbitration hearings will take place in **Grand Rapids, MI**. If the value of your claim is USD \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of your claim exceeds USD \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator may consider, but is not bound by, rulings in other

arbitrations between Company and you. The arbitrator can award the same individualized damages and relief that a court can award. Judgement on the award may be entered by any court having jurisdiction.

- d. *No Class Arbitration.* The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED GROUP LITIGATION OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless all affected parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or group proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.
- e. *Class Action Waiver.* **PLEASE READ. YOU AND COMPANY MUTUALLY AGREE THAT BY ENTERING INTO THIS DISPUTE RESOLUTION PROVISION, BOTH PARTIES WAIVE THEIR RIGHT TO HAVE ANY DISPUTE OR CLAIM BROUGHT, HEARD OR ARBITRATED AS A CLASS ACTION OR COLLECTIVE ACTION, AND AN ARBITRATOR SHALL NOT HAVE ANY AUTHORITY TO HEAR OR ARBITRATE ANY CLASS OR COLLECTIVE ACTION ("CLASS ACTION WAIVER").** Notwithstanding any other clause contained in this Dispute Resolution provision or the AAA Rules, any claim in court or arbitration that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by the court and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. Company may lawfully seek enforcement of this Dispute Resolution provision and the Class Action Waiver and seek dismissal of such class or collective actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.
- f. *Private Attorney General Action Waiver.* **PLEASE READ. THIS DISPUTE RESOLUTION PROVISION AFFECTS YOUR ABILITY TO BRING OR PARTICIPATE IN PRIVATE ATTORNEY GENERAL REPRESENTATIVE ACTIONS. BOTH YOU AND COMPANY AGREE TO BRING ANY DISPUTE IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A PRIVATE ATTORNEY GENERAL REPRESENTATIVE BASIS ON BEHALF OF OTHERS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD OR ARBITRATED AS A PRIVATE ATTORNEY GENERAL REPRESENTATIVE ACTION, OR AS A MEMBER IN ANY SUCH PRIVATE ATTORNEY GENERAL PROCEEDING ("PRIVATE ATTORNEY GENERAL WAIVER").** Notwithstanding any other

clause contained in this Dispute Resolution provision or the AAA Rules, any claim in court or arbitration that all or part of this Private Attorney General Waiver is unenforceable, unconscionable, void or voidable may be determined only by the court and not by an arbitrator. In any case in which (1) the dispute is filed as a private attorney general action and (2) there is a final judicial determination that all or part of the Private Attorney General Waiver is unenforceable, the private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Private Attorney General Waiver that is enforceable shall be enforced in arbitration. Company may lawfully seek enforcement of this Dispute Resolution provision and the Private Attorney General Waiver and seek dismissal of such private attorney general representative actions or claims. The Private Attorney General Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

- g. *Your Right to Opt Out of this Dispute Resolution Provision.* **PLEASE READ. ACCEPTANCE OF THIS DISPUTE RESOLUTION PROVISION IS NOT A MANDATORY CONDITION OF YOUR RELATIONSHIP WITH COMPANY, AND THEREFORE YOU MAY SUBMIT A STATEMENT NOTIFYING COMPANY THAT YOU WISH TO OPT OUT AND NOT BE SUBJECT TO THIS DISPUTE RESOLUTION PROVISION.** In order to opt out of the Dispute Resolution provision, You must notify Company by sending or hand delivering to **3100 N Wellness Dr. Holland, MI. 49424**; email Address: **office.mient@michiganentallergy.com**, a written notice signed and dated by you stating that you are opting out of the Dispute Resolution provision. In order to be effective, your opt out notice must be provided within thirty (30) days of you first using the Services. You will not be subject to retaliation as a consequence of a decision to opt out, and if you opt out you may pursue available claims and remedies in a court of law (but not arbitration). Should you not opt out within 30 days of first using the Services, continuing your relationship with Company constitutes mutual acceptance by you and Company of the Dispute Resolution provision. If you opt out of the Dispute Resolution provision, you and Company will continue to be mutually bound by all other terms of these Terms. The right to opt out described in this paragraph applies only to the Dispute Resolution provision and not any other provision of these Terms.
- h. *Severability.* Except as otherwise provided in the Dispute Resolution provision, in the event that any portion of this Dispute Resolution provision is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed, and the remainder of the Dispute Resolution provision shall be given full force and effect.
- i. *Future Changes to this Dispute Resolution Provision.* If Company makes any changes to the Dispute Resolution provision of these Terms (other than a change to the address at which Company will receive notices of dispute, opt-out notices or rejections of future changes to the Dispute Resolution provision), you may reject any such change by sending us written notice within 30 calendar days of the change to: **office.mient@michiganentallergy.com**. It is not necessary to send us a rejection of a future change to the Dispute Resolution provision of these Terms if you had properly opted out of the arbitration and group litigation waiver provisions in this Section 10 within the first 30 calendar days after you first accepted these Terms. If you have not

properly opted out of the arbitration and group litigation waiver provisions in this Section 10, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision, as modified by any changes you did not reject.

- 11. Limitation on Time to File Claims.** To the extent permitted by applicable law, any cause of action or claim you may have arising out of or relating to these Terms or the Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.
- 12. Severability.** If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Terms shall continue in effect.
- 13. Governing Law and Jurisdiction.** These Terms are governed by the laws of the State of **Michigan**, U.S.A. To the extent that the Agreement allows you or Company to initiate litigation in a court, other than for small claims court actions, you agree that these Terms and all matters relating to your access to, or use of, the Services will be governed by the laws of the State of **Michigan**, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts located in **Kent Count, MI**, for any dispute arising out of or relating to these Terms and the parties waive any objection based on venue or inconvenient forum.
- 14. Changes to these Terms.** Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Company. The effective date of any Terms will be reflected in the “Last Updated” entry at the top of these Terms. Your continued use of the Text Message Services after any such change is communicated shall constitute your consent to such change(s).
- 15. Contact Us.** For more information regarding our Terms, the Website, or Text Message Services, please contact us at **office.mient@michiganentallergy.com**