

# Terms and Conditions

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## 1. Scope of These Terms

These terms of use apply to your use of our [www.MidMichiganDiag.com](http://www.MidMichiganDiag.com) Web site (the Site). The Site is owned and operated by Mid-Michigan Diagnostics a publicly held company.

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This site provides information about our company and its wholly owned subsidiaries, and the products and services offered by each of them, including diagnostic health testing and services.

The clinical information contained within the "Healthcare Professionals" section of our site is intended for the use of healthcare professionals. Healthcare professionals should exercise their own clinical judgment when using our content, tools or databases.

If you are a patient or healthcare consumer, you should not use information found on this Site to replace a relationship with your physician or other healthcare professional and should not rely on that information as professional medical advice. Always seek the advice of your physician or other qualified healthcare provider concerning questions you have regarding a medical condition, and before starting, stopping or modifying any treatment or medication. In the case of a health emergency, seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of something you have or have not read on this site.

The information (including, without limitation, advice and recommendations) and services on this Site are intended solely as a general educational aid and are neither medical nor health care advice for any individual problem nor a substitute for medical or other professional advice and services from a qualified health care provider familiar with your medical history. Use of this Site, does not create a doctor-patient relationship. Nothing contained in this Site is intended to be used for medical diagnosis or treatment.

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#### **4. Right to Change Terms and Conditions**

Mid-Michigan Diagnostics may, at any time and from time to time, change these terms and conditions. Any changes to these terms and conditions will be effective immediately upon posting of the changed terms and conditions on the Site. You agree to review these terms and conditions periodically, and use of the Site following any such change constitutes your agreement to follow and be bound by the terms and conditions as changed.

#### **5. Links to Other Sites**

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We welcome links to this web site. However, we do not wish to be linked to or from any third-party web site or link which contains:

- a. any information that misrepresents the nature of your relationship with our organization, or incorrect facts or data about our organization; or
- b. any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of Mid-Michigan Diagnostics or its subsidiaries; or

- c. any material or information of any kind, which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or
- d. any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights.

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## **9. Privacy Policy**

Mid-Michigan Diagnostics will treat as confidential all health-related information submitted by you, customers or other visitors to the Site, in accordance with Mid-Michigan Diagnostics' Privacy Policy. The purpose of our privacy policy is to identify the information we collect online, the steps we take to protect it and your choices regarding how that information is used.

## **10. Indemnification**

You agree to indemnify, defend and hold harmless Mid-Michigan Diagnostics and its suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to (i) your violation of these terms and conditions and (ii) your posting of material to this Site.

## **11. Applicable Law**

These terms and conditions and the resolution of any dispute related to these terms and conditions shall be construed in accordance with the laws of the State of Michigan. Any dispute between Mid-Michigan Diagnostics and you related to these terms and conditions shall be resolved exclusively by the state and federal courts of the State of Michigan.

This Web site can be accessed from the United States and other countries worldwide. Since the laws of each State or country may differ, you agree that the statutes and laws of the State of Michigan, without regard to any principles of conflicts of law, will apply to all matters relating to the use of this site.

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## **12. Termination**

These terms and conditions are effective unless and until modified as noted above, or terminated, at any time, by Mid-Michigan Diagnostics. If, in the sole discretion of Mid-Michigan Diagnostics, you fail to comply with these terms and conditions, Mid-Michigan Diagnostics may terminate these terms and conditions without notice and deny you access to the Site.

## **13. Contact Information**

Mid-Michigan Diagnostics Incorporated is headquartered in Flint, Michigan, in the United States of America.

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Specific questions and comments should be directed to the appropriate department via our Contact Us page. While we make every effort to respond to all emails within 1 business week, we cannot guarantee a response to every electronic communication.