

# **Terms of Agreement Between User And Parkhurst**

The Parkhurst Chiropractic Web Site is comprised of various Web pages operated by Parkhurst Chiropractic.

The Parkhurst Chiropractic Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Parkhurst Chiropractic Web Site constitutes your agreement to all such terms, conditions, and notices.

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- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
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GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Ottawa County, Michigan, U.S.A. in all disputes arising out of or relating to the use of the Parkhurst Chiropractic Web Site. Use of the Parkhurst Chiropractic Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Parkhurst Chiropractic as a result of this agreement or use of the Parkhurst Chiropractic Web Site. Parkhurst Chiropractic's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Parkhurst Chiropractic's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Parkhurst Chiropractic Web Site or information provided to or gathered by Parkhurst Chiropractic with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Parkhurst Chiropractic with respect to the Parkhurst Chiropractic Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Parkhurst Chiropractic with respect to the Parkhurst Chiropractic Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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