

Midland Medicine

Terms of Service

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Introduction

These Terms of Service (the “Terms”) govern your use of the website located at <https://midlandmedicine.com/> (the “Website”), any online product or service provided on or through the Website, and any related services provided by Midland Medicine (collectively, the “Services”).

By accessing the Website and using the Services, you agree to abide by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, do not use the Services or access the Website.

Midland Medicine may update these Terms from time to time. If we make changes, we will revise the “Last updated” date above and may provide additional notice where appropriate. Unless we state otherwise, updated Terms become effective when posted. Your continued use of the Website or Services after updated Terms are posted constitutes your acceptance of those changes.

Acceptance and Eligibility

PLEASE READ THESE TERMS CAREFULLY. YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE THE SERVICES. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE WEBSITE OR SERVICES, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS.

References to “you” and “your” mean any individual or entity that uses or accesses the Website or Services. If you use the Website or Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person’s or entity’s behalf, and those references to “you” also include that person or entity.

Healthcare and Privacy Notice

The Website and Services are intended to provide general information about Midland Medicine and its services. Website content is not medical advice and should not be relied upon as a substitute for professional medical advice, diagnosis, or treatment.

For information about how Midland Medicine collects, uses, and discloses personal information through the Website and related online services, please review Midland Medicine’s Privacy Policy. Protected health information (“PHI”) collected in connection with healthcare services

may be governed by Midland Medicine's Notice of Privacy Practices and applicable law, including HIPAA.

Permitted Use; Prohibited Conduct

By using the Website or Services, you agree that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials or software contained on the Website or otherwise provided through the Services;
- remove copyright, trademark, or other proprietary notices from Website materials;
- use the Website or Services in a way that abuses, disrupts, or interferes with Midland Medicine's systems, networks, or operations;
- use the Website or Services to transmit or publish unlawful, fraudulent, threatening, harassing, obscene, or otherwise improper material;
- use the Website or Services in violation of applicable laws or regulations;
- use bots, scrapers, data mining tools, or similar technologies to collect data from the Website or Services;
- attempt to gain unauthorized access to the Website, Services, servers, accounts, or networks;
- use the Website or Services in a manner that infringes the rights of Midland Medicine or any third party; or
- use the Website or Services for any purpose other than their intended purpose.

Intellectual Property

Midland Medicine or its licensors own all content made available through the Website and Services, including text, graphics, images, photographs, videos, illustrations, designs, documents, and other materials (collectively, the "Content"). The Content is protected by applicable intellectual property and other laws.

Subject to your compliance with these Terms, Midland Medicine grants you a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Website and Services for your personal, non-commercial use. Any other use of the Website, Services, or Content without Midland Medicine's prior written permission is prohibited.

Trademarks

The trademarks, logos, service names, slogans, and look and feel of the Website and Services are trademarks or trade dress of Midland Medicine or its licensors. They may not be copied, imitated, or used without prior written permission. All other trademarks and company names mentioned on the Website or through the Services belong to their respective owners.

Third-Party Services and Links

The Website may contain links to third-party websites or services, including payment processors such as Stripe and, in the future, third-party appointment request or scheduling platforms. Midland Medicine does not control and is not responsible for third-party websites, services, or content. Your use of any third-party site or service is at your own risk and subject to that third party's own terms and privacy practices.

Disclaimer of Warranties

THE WEBSITE, SERVICES, AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, MIDLAND MEDICINE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Midland Medicine does not warrant that the Website or Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components, or that any information provided through the Website will be accurate, complete, or current.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, MIDLAND MEDICINE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE, SERVICES, OR CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, MIDLAND MEDICINE'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, OR THE SERVICES WILL NOT EXCEED \$100.

Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Midland Medicine and its affiliates, officers, directors, employees, agents, contractors, and representatives from and against any claims, liabilities, damages, judgments, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Website or Services; (b) your violation of these Terms; or (c) your violation of applicable law or the rights of any third party.

Termination

Midland Medicine may suspend or terminate your access to the Website or Services at any time, with or without notice, if Midland Medicine believes you have violated these Terms or if suspension or termination is otherwise necessary to protect Midland Medicine, its users, or others.

Governing Law; Dispute Resolution

These Terms are governed by the laws of the State of Texas, without regard to conflict of law principles.

Except for matters that may be brought in small claims court or claims seeking injunctive relief related to intellectual property or unauthorized access, any dispute arising out of or relating to these Terms, the Website, or the Services will be resolved by binding arbitration in Midland, Texas before a single arbitrator administered by JAMS under its applicable rules, except as modified by these Terms.

Any dispute resolution proceeding will be conducted only on an individual basis and not as a class, collective, consolidated, or representative action. To the fullest extent permitted by law, any claim arising out of or relating to these Terms, the Website, or the Services must be brought within one (1) year after the claim arises.

You may opt out of binding arbitration within thirty (30) days after first accepting these Terms by emailing hunteratkins@midlandmedicine.com and clearly stating your intent to opt out of arbitration, along with your full name and contact information.

Miscellaneous

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Midland Medicine's failure to enforce any provision of these Terms will not constitute a waiver of that provision. You may not assign these Terms without Midland Medicine's prior written consent. Midland Medicine may assign these Terms without restriction.

These Terms, together with Midland Medicine's Privacy Policy and any other policies expressly incorporated by reference, constitute the entire agreement between you and Midland Medicine regarding the Website and Services.

Contact Information

If you have questions about these Terms, please contact:

Midland Medicine

Website: <https://midlandmedicine.com/>

Email: hunteratkins@midlandmedicine.com