

Info@comedsolutions.com

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This web page represents a legal document and is the Terms and Conditions (Agreement) for our website and properties of www.coloradomedicalsolutions.com. By using our Website, you agree to fully comply with and be bound by the following Agreement each time you use our Website.

DEFINITIONS

The terms “us”, “we”, and “our” refer to Dr. Jones DC’s practice, the owner of this Website. A “Visitor” is someone who merely browses our Website. A “Member” is someone who has registered with our Website to use our Services. The term “User” is a collective identifier that refers to either a Visitor or a Member. The term “Product” refers to any products we sell, advertise, market, or give away. All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

ACCEPTANCE OF AGREEMENT

This Agreement is between you and Dr. Jones DC’s practice.
THIS PRIVACY POLICY IS PART OF OUR TERMS OF USE, AND YOUR CLICKING “I AGREE” WITH RESPECT TO THE TERMS OF USE AND/OR YOUR USE OF THE SITE AND/OR SUBMISSION OF INFORMATION OR CONTENT TO THE SITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT WITH THE TERMS OF THIS PRIVACY POLICY AND YOUR CONSENT TO THE COLLECTION AND USE OF YOUR USER IDENTIFIABLE INFORMATION AS DESCRIBED HEREIN. Dr. Jones DC’s practice herein referred to as CMS maintains this privacy policy explaining how “user identifiable information” provided to CMS via the site is used and disclosed. “User identifiable information” is information which can be associated with a specific individual or entity, including, for example, personal information such as a user’s name, address, telephone number, e-mail address, credit card information, and information about online activities that are directly linked to them.

General

If you use the site, we may collect information that you provide to us. You may be required to provide your name, email address and other information we may request from you to us in order to use certain portions of the site. Additionally, when you use the Site, we may automatically collect certain information that is not user identifiable information, such as your IP address, pages viewed, the date, time and length of time spent on the Site, your computer and connection information such as your browser type and version, operating system and platform, and other transactions performed thereon. If you access the Site through a mobile device, we may also be able to identify the location of your mobile device. You may choose not to share your location details with us by adjusting your mobile device's location services settings. For instructions on changing the relevant settings, please contact your service provider or device manufacturer.

We store and use the foregoing information as necessary for your use of the Site, to diagnose problems with our server, to improve and track the success of the Site and to provide content, products or services of interest to you. Our Internet service providers may also use other standard web-based technologies to analyze your movements while accessing the Site. The technologies include analytic solutions, web "beacons," "pixel tags," and "clear gifs." These technologies help us ascertain the effectiveness of our service campaigns and marketing programs; allow us to customize the services offered on or through the Site; and help determine the best use for content, and product and service offerings. Some of this information, including the IP address, may be stored on our Internet service provider's server logs, and may be available for extended periods of time.

Except as described herein or as needed for the operation and use of the Site, CMS will not sell, trade, or disclose to third parties any of your personally identifiable information derived from registration on, or use of, the Site without your consent, except as required by subpoena, search warrant, or other legal process or in the event that You are engaging in unlawful use of the Site or other unlawful activity or activity that violates the Terms

Collection and Use: CMS may collect and use your user identifiable information for various purposes, including, but not limited to, providing to you access to and use of the Site and anticipating and resolving problems with your use of the Site, or to inform you of upcoming events, new content available via the Site, and other product or service offerings that may be of interest to you. This means that CMS may use your user identifiable information, whether in conjunction with information available from other sources or otherwise, to market to you, and otherwise communicate with you about, products or services that may be of interest to you. CMS may also share user identifiable information about you with, and disclose same to other

contractors that are involved in the provision of such products or services. By providing user identifiable information via the Site, you agree to this use and disclosure of such information.

Specifically, you agree that CMS can use your user identifiable information to: (i) enable and customize your use of the Site and/or the services provided thereby; (ii) provide you with updates and information about CMS products and services; (iii) conduct analysis for CMS internal purposes and/or support development of CMS products and services; and (iv) create de-identified information and then use and disclose this information in any way permitted by law, (a) our service providers who assist us by performing core services (such as hosting, billing, payment processing, or data storage and security) related to the operation or provision of the site or services provided thereby; and (b) a provider of medical or other emergency services in the event of an emergency. If CMS discloses your user identifiable information, CMS will require that the person or entity receiving your user identifiable information agree to only use and disclose your user identifiable information to carry out its specific business obligations to CMS or for the permitted purpose of the disclosure (as described above). CMS cannot, however, guarantee that any such person or entity to which CMS discloses your user identifiable information or other information will not re-disclose it in ways that you or we did not authorize.

Additionally, notwithstanding any other provision contained herein, to the extent permitted or required by law, regulation or other legal requirement, we will disclose your information to government authorities or third parties if: (i) required to do so by law, or in response to a subpoena or court order; (ii) we believe in our sole discretion that disclosure is reasonably necessary to protect against fraud, to protect the property or other rights of us or other users, third parties or the public at large; or (iii) we believe that you have abused the Site or the services provided thereby by using it/them to attack other systems or to gain unauthorized access to any other system, to engage in spamming or otherwise to violate applicable laws or in violation of our Terms. You should be aware that, following disclosure to any third party, your information may be accessible by others to the extent permitted or required by applicable law.

User Opt-Out: You may choose not to receive direct marketing communications from CMS in connection with the Site by providing notification to CMS making such request. If CMS receives such a request from you, CMS thereafter (a) will discontinue contacting you directly with marketing messages about CMS' products or services, and (b) will not use user identifiable information obtained from your use of the Site to contact you with marketing messages about any CMS products or services. To Opt out of receiving SMS marketing communications please reply with "STOP" to the

SMS and you will be unsubscribed. To Opt back in you reply with START. You may choose not to receive such messages by notifying CMS via e-mail or regular U.S. mail. Please note, however, that any such opt out only applies to CMS and will not apply to any other third parties to which CMS has supplied your user identifiable information. Additionally, you acknowledge and agree that such opt-out notification processing may not be immediate, and you agree that should you receive additional communications your rights and remedies are limited to contacting us to reiterate your request to opt-out.

Security: CMS has implemented technology and security features in an effort to safeguard the privacy of your user identifiable information from unauthorized access or improper use, and CMS will seek to continue to enhance its security procedures as new technology becomes available. However, you acknowledge and agree that perfect security is not possible and your user identifiable information could still be accessed and used by others without authorization. Your clicking "I AGREE" with respect to the Terms constitutes your agreement that CMS is not and shall not be responsible for any such unauthorized access and use of your user identifiable information.

Privacy Amendment

SMS Consent and Sharing

By providing your phone number, you consent to receiving automated Short Message Service ("SMS") notifications from us for communication purposes. These messages may include updates, reminders, or other information related to our services. Message and data rates may apply. The SMS opt-in or phone numbers for the purpose of SMS are not being shared with third parties for marketing purposes. You can opt out of receiving SMS messages at any time by following the instructions provided in each message.

SMS Terms and Conditions

Consent Communication

The information obtained as part of the SMS consent process will not be shared with third parties for marketing purposes.

Types of SMS Communications

If you have consented to receive text messages from Dr. Jones DC, you may receive messages related to appointment reminders, meetings, follow-ups on cases, or other important notifications about your account or services.

Message Frequency

Message frequency may vary depending on the user's specific needs and account activity.

Potential Fees for SMS Messaging

Message and data rates may apply from your mobile carrier for each message sent or received. This can vary depending on your carrier's pricing structure.

Opt-In Method

You can opt in for SMS messaging from Dr. Jones DC through intake forms on our website located at <https://coloradomedicalsolutions.com/contact-us/>, or by providing verbal consent during a call. No SMS communication will be initiated unless consented to by the customer.

Opt-Out

You can opt out of SMS messaging from Dr. Jones DC by replying STOP at any time to any received SMS message. Once opted out, you will receive no further SMS communication. You can opt back in at any time by replying START.

Standard Messaging Disclosures

- Message and data rates may apply.
- Message frequency may vary.
- You can opt out at any time by texting 'STOP.'
- For assistance, text 'HELP' or visit our Privacy Policy and our SMS Terms & Conditions at <https://coloradomedicalsolutions.com/privacy-policy/>.

User Revocation of Authorization; Requests for Access to, Rectification or Erasure of, or Transfer of User Information:

The authorization given by you hereunder remains in effect until you provide written notice of revocation to CMS. You can revoke your authorization at any time by providing written notice to CMS by email to Drdean@comedolutions.com. A revocation of authorization is effective after you submit it to CMS, but it does not have any effect on CMS prior actions taken in reliance on the authorization before revoked, and does not affect CMS use of information that does not constitute user identifiable information. If you have provided your name and email address to us, you may request that we remove your name and email address from our database by contacting us at Drdean@comedolutions.com with the exception that we continue to use your name and email address to contact you with respect to the Site if you are still authorized to access and use the Site. Following receipt of a request from you, we will take reasonable steps to delete your information as requested. CMS honors requests from users to access, rectify, correct, erase, restrict processing of or to transfer their own information and will correct any such information which may find to be inaccurate.

Cookies

The Site may use "cookies" for the purpose of facilitating the gathering of non-specific user information. A cookie is a very small text file stored on a web

site user's hard disk that allows a web server to recall certain information that the user has already entered previously. If you wish not to utilize cookie technology, this feature may be disabled within your web browser.

Other Web Sites

CMS privacy policy only applies to the Site and CMS content, products and services. The Site may link to third party websites and information or service providers that may collect personal information from you in order to provide you with information or services. Advertisements that may appear on pages on the Site may also request user identifiable information or provide you with access to other sites that request user identifiable information. CMS has no control over the privacy policy of any third party or other website. Their privacy policies may differ or they may have no privacy policies. Please examine the privacy policies of such third parties prior to submitting any personal information, as they may differ from ours.

Advertisements

Advertisements may appear on pages throughout our Site. Some advertisements may request information directly from our users or take our users to websites that may request personal information. CMS has no control over its advertisers' privacy policies, so please examine the privacy policy of any third party advertising on our Site prior to submitting any personal information.

Surveys

CMS may from time to time conduct surveys on the Site. Surveys are conducted at random and are completely voluntary to users of the Site. The survey may require a user to provide user identifiable information. CMS may use this information and share it with its contractors as described above to better tailor its products, services and marketing efforts, including advertising or other content provided on the Site and/or to you in particular.

Additional Privacy Protections for Children Using the Internet

The Site is not available for use by minors. CMS does not solicit or target persons younger than legal age for collection of information online. CMS supports the development of technologies that help parents to control the collection and use of personal information from children who use online services in their households.

Business Transfers

In the event that CMS or any of its affiliates is acquired (whether by sale of assets or ownership interests) by merger with a third party entity or otherwise, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our Site visitors and users of the Site as

part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your user identifiable information is treated, transferred, or used.

Policy Changes

CMS reserves the right to change its privacy policy by publishing new terms on the Site at least thirty (30) days before the effective date of the changes, and your access and use of the applicable site or service the respective Site thereafter constitutes your acknowledgment and acceptance of same. This privacy policy does not create any legal right for you or any third parties. No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. Carriers are not liable for delayed or undelivered messages.