

Terms of Use

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These website Terms of Use (“Terms”) describe the rules for using this website. These Terms constitute a legally binding agreement between you, the person using this website, and ProHealth Physicians. If you are helping another person use this website, these Terms constitute a legally binding agreement between both the helper and the person being helped and ProHealth Physicians. Terms such as “we” or “our” and “Company” refer to ProHealth Physicians and its affiliate entities.

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By using this website, you acknowledge and agree that any activity on this website is subject to monitoring by the Company at any time, and that the Company may use the results of such monitoring without limitation, subject to applicable law.

If you enter into any other agreement with the Company, for example regarding health plan coverage, then these Terms are in addition to the terms of such other agreement. Neither entering into this agreement, nor visiting this website, nor any of these Terms, guarantees that you are eligible to receive coverage under any plan offered through this website or otherwise.

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- not to take any action intended to interfere with the operation of this website;
- not to access or attempt to access any portion of this website to which you have not been explicitly granted access;
- not to share any password assigned to or created by you with any third parties or use any password granted to or created by a third party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- to comply with all applicable laws and regulations while using this website or the Content. You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 18 years of age a parent and/or guardian agrees to these Terms of Use on your behalf.

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The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the website should be sent to the address above.

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The laws of the State of Minnesota govern these Terms and any cause of action arising under or relating to your use of the website, without reference to its choice-of-law principles. You agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of this website, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this website, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

Contact us

To contact us regarding these Terms or the operation of the website itself, contact us at 877-773-5388.

Effective date

The Effective Date of these Terms is April 30, 2017.

Additional terms

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