



THE YAKES VASCULAR  
MALFORMATION  
CENTER

## Terms of Use

Please read: <http://www.theyakesvascularmalformationcenter.com> requires consideration for and as a condition of allowing you access.

Reading and accepting the terms of use and reading and accepting the provisions of the privacy policy of <http://www.theyakesvascularmalformationcenter.com> are required considerations for <http://www.theyakesvascularmalformationcenter.com> granting you the right to visit, read or interact with it.

All persons are denied access to this site unless they read and accept the terms of use and the privacy policy.

By viewing, visiting, using, or interacting with <http://www.theyakesvascularmalformationcenter.com> or with any banner, pop-up, or advertising that appears on it, you are agreeing to all the provisions of this terms of use policy and the privacy policy of <http://www.theyakesvascularmalformationcenter.com>.

All persons under the age of 18 are denied access to <http://www.theyakesvascularmalformationcenter.com>. If you are under 18 years of age, it is unlawful for you to visit, read, or interact with <http://www.theyakesvascularmalformationcenter.com> or its contents in any manner. <http://www.theyakesvascularmalformationcenter.com> specifically denies access to any individual that is covered by the child online privacy act (copa) of 1998.

<http://www.theyakesvascularmalformationcenter.com> reserves the right to deny access to any person or viewer for any reason. Under the terms of the privacy policy, which you accept as a condition for viewing, <http://www.theyakesvascularmalformationcenter.com> is allowed to collect and store data and information for the purpose of exclusion and for many other uses.

The terms of use agreement may change from time to time. Visitors have an affirmative duty, as part of the consideration for permission to view <http://www.theyakesvascularmalformationcenter.com>, to keep themselves informed of changes.

## Parties to The Terms of Use Agreement

Visitors, viewers, users, subscribers, members, affiliates, or customers, collectively referred to herein as "visitors," are parties to this agreement. The website and its owners and/or operators are parties to this agreement, herein referred to as "website."

## Use of Information from This Website

Unless you have entered into an express written contract with this website to the contrary, visitors, viewers, subscribers, members, affiliates, or customers have no right to use this information in a commercial or public setting; they have no right to broadcast it, copy it, save it, print it, sell it, or publish any portions of the content of this website. By viewing the contents of this website you agree this condition of viewing and you acknowledge that any unauthorized use is unlawful and may subject you to civil or criminal penalties. Again, visitor has no rights whatsoever to use the content of, or portions thereof, including its databases, invisible pages, linked pages, underlying code, or other intellectual

property the site may contain, for any reason for any use whatsoever. Nothing. Visitor agrees to liquidated damages in the amount of u.s.\$100,000 in addition to costs and actual damages for breach of this provision. Visitor warrants that he or she understands that accepting this provision is a condition of viewing and that viewing constitutes acceptance.

## **Ownership of Website or Right to Use, Sell, Publish Contents of This Website**

The website and its contents are owned or licensed by the website. Material contained on the website must be presumed to be proprietary and copyrighted. Visitors have no rights whatsoever in the site content. Use of website content for any reason is unlawful unless it is done with express contract or permission of the website.

## **Hyperlinking to Site, Co-Branding, “Framing” And Referencing Site Prohibited**

Unless expressly authorized by website, no one may hyperlink this site, or portions thereof, (including, but not limited to, logotypes, trademarks, branding or copyrighted material) to theirs for any reason. Further, you are not allowed to reference the url (website address) of this website in any commercial or non-commercial media without express permission, nor are you allowed to ‘frame’ the site. You specifically agree to cooperate with the website to remove or de-activate any such activities and be liable for all damages. You hereby agree to liquidated damages of us \$100,000.00 plus costs and actual damages for violating this provision.

## **Limitation of Liability**

By viewing, using, or interacting in any manner with this site, including banners, advertising, or pop-ups, downloads, and as a condition of the website to allow his lawful viewing, visitor forever waives all right to claims of damage of any and all description based on any causal factor resulting in any possible harm, no matter how heinous or extensive, whether physical or emotional, foreseeable or unforeseeable, whether personal or business in nature.

## **Indemnification**

Visitor agrees that in the event he causes damage, which the website is required to pay for, the visitor, as a condition of viewing, promises to reimburse the website for all.

## **Submissions**

Visitor agrees as a condition of viewing, that any communication between visitor and website is deemed a submission. All submissions, including portions thereof, graphics contained thereon, or any of the content of the submission, shall become the exclusive property of the website and may be used, without further permission, for commercial use without additional consideration of any kind. Visitor agrees to only communicate that information to the website, which it wishes to forever allow the website to use in any manner as it sees fit. “submissions” is also a provision of the privacy policy.

## **Notice and Disputes**

No additional notice of any kind for any reason is due visitor and visitor expressly warrants an understanding that the right to notice is waived as a condition for permission to view or interact with the website.

As part of the consideration that the website requires for viewing, using or interacting with this website, visitor agrees to use binding arbitration for any claim, dispute, or controversy (“claim”) of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the rules of the American arbitration association which are in effect on the date a dispute is submitted to the American arbitration association. Information about the American arbitration association, its rules, and its forms are available from the American arbitration association, 335 Madison Avenue, floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county of the seller.

In no case shall the viewer, visitor, member, subscriber or customer have the right to go to court or have a jury trial. Viewer, visitor, member, subscriber or customer will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator’s decision will be final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, travel expenses.

## **Jurisdiction and Venue**

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, viewer, visitor, member, subscriber or customer agrees to that the sole and proper jurisdiction to be the state and city declared in the contact information of the web owner unless otherwise here specified. In the event that litigation is in a federal court, the proper court shall be the closest federal court to the seller’s address.

## **Applicable law**

Viewer, visitor, member, subscriber or customer agrees that the applicable law to be applied shall, in all cases, be that of the state of the seller.

## **Contact information**

The Yakes Vascular Malformation Center

501 East Hampden Avenue – Suite 4600

Englewood, CO 80113

United States

Contact email: [info@yakesvascularmalformationcenter.com](mailto:info@yakesvascularmalformationcenter.com)

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