

Terms and Conditions

Effective Date: [Insert Date]

Company Name: Gooding Solutions

1. Introduction

Welcome to Gooding Solutions (“Company,” “we,” “our,” or “us”). These Terms and Conditions (“Terms”) govern your access to or use of our website at [Insert Website Domain Name] (our “Site”), including, without limitation, all services, forms, and communications accessed or provided via our Site (collectively, our “Services”). Please review these Terms carefully before using our Site or Services. By accessing or using our Site or Services, you agree to, and acknowledge that you have read and understood, these Terms.

If you do not agree to these Terms, you must not access or use our Site or Services.

2. Eligibility

Our Site is offered and available to users who are 18 years of age or older. By accessing or using our Site or Services, you represent and confirm that:

- You are at least 18 years old and
- You will use our Site and Services in compliance with all applicable laws and regulations

If you do not meet the foregoing requirements, you must not access or use our Site or any of our Services.

3. Modification of Services

We reserve the right to modify, withdraw, suspend, or discontinue our Site and any or all of our Services at any time, with or without notice, and we shall not be liable to you or any third party for any such modification, withdrawal, suspension, or discontinuation.

4. User Responsibilities

You agree not to, under any circumstances:

- Use our Site for unlawful or fraudulent purposes or the promotion of any illegal activity
 - Interfere with the operation or security of our Site
 - Provide false or misleading information
 - Collect or harvest any personal data of any user of our Site or Services
 - Use our Site or Services for the solicitation of business or to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “spam,” or any other similar solicitation
 - Distribute any part or parts of our Site without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from our Site for the sole purpose of creating publicly available searchable indices but retain the right to revoke this permission at any time on a general or specific basis)
 - Use any process to monitor or copy any of the material on our Site for any purpose not expressly authorized in these Terms, without our explicit written permission
 - Use our Site or Services to harass, abuse or harm another person or group, or attempt to harass, abuse, or harm another person or group
 - Impersonate or attempt to impersonate the Company, any employee of Company, or any other person or entity (including, without limitation, by using email addresses, account information, or any personal information associated with any of the foregoing)
 - Make any automated use of our Site or any related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure
 - Bypass any robot exclusion headers or other measures we take to restrict access to our Site or Services, or use any software, technology, or device to scrape, spider, or crawl our Site or harvest or manipulate data, without our express written permission
 - Circumvent, disable or otherwise interfere with any features of our Site that prevent or restrict use or copying of content, or enforce limitations on use of our Site or the content accessible via our Site
 - Introduce or link to any viruses, Trojan horses, worms, logic bombs, or any other malicious or technologically harmful content of any sort, including anything intended to damage or disrupt any portion of our Site or another user’s browser or computer
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5. Communications & TCR Compliance

5.1 Consent to Communications

By providing your contact information, you expressly consent to receive communications from us, including:

- SMS/text messages
- Phone calls (including automated dialing systems or prerecorded messages, where permitted); however, your consent to receive such calls is not a condition of purchasing any goods or services from Company
- Emails

These communications may include:

- Service updates
- Account notifications
- Marketing messages (where explicit consent is obtained)

5.2 Opt-In Requirements

We follow strict **consent-based communication practices**, including:

- Clear and conspicuous opt-in methods
- No pre-checked consent boxes
- Separate consent for marketing communications where required

5.3 Opt-Out Rights

You may withdraw consent at any time:

- SMS: Reply “STOP”
- Email: Click “unsubscribe”
- Phone: Contact us directly

Opt-out requests are processed promptly in accordance with applicable laws.

5.4 Message Frequency & Fees

- Message frequency may vary
- Standard message and data rates may apply

6. Privacy

Your use of our Site and Services is also governed by our Privacy Policy, available at [Insert Privacy Policy URL], which is incorporated into these Terms by reference.

7. Intellectual Property

All content on our Site (text, graphics, logos, etc.) is the property of the Company or its licensors and is protected by intellectual property laws.

These Terms permit you to use our Site and Services for your personal, non-commercial use only. You may not copy, reproduce, or distribute any content on our Site without prior written permission. Any content, feedback, or materials you submit to us through our Site shall be

deemed non-confidential, and you grant the Company a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, sublicense, and distribute such content for any lawful purpose.

8. Disclaimer; Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SITE OR SERVICES OR ANY ITEMS OBTAINED THROUGH OUR SITE, OR ON ANY WEBSITE LINKED TO IT.

THE INFORMATION PRESENTED ON OR THROUGH OUR SITE IS MADE AVAILABLE SOLELY FOR INFORMATION PURPOSES. YOUR USE OF OUR SITE, ITS CONTENT, OUR SERVICES, AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH OUR SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE THEREON, IS SOLELY AT YOUR OWN RISK. OUR SITE, ITS CONTENT, OUR SERVICES, AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH OUR SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF OUR SITE OR SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT OUR SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT OUR SITE, ITS CONTENTS, OUR SERVICES, OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH OUR SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR SITE, ITS CONTENT, OUR SERVICES, OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH OUR SITE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF

REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, OUR SITE, ITS CONTENT, OUR SERVICES, OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH OUR SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and affiliates from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from or related to your use of our Site or Services, your violation of these Terms, or your violation of any applicable law or third-party rights.

10. Third-Party Services

Our Site may contain links to third-party websites or services. Such links are provided for convenience only and do not constitute an endorsement or recommendation. We are not responsible for their content, policies, practices, or availability, and you access them solely at your own risk and subject to the terms and conditions of use for such websites. The Company shall not be liable for any claims, damages, losses, liabilities, costs, or expenses arising from your use of any third-party websites or services.

11. Termination

We reserve the right to suspend or terminate your access to our Site or Services at our sole discretion, for any reason or no reason, with or without notice. Upon any such termination of access, the provisions of these Terms that, by their nature, should survive such termination will remain in full force and effect, including, without limitation, Sections 7 (Intellectual Property), 8 (Disclaimer; Limitation of Liability), 9 (Indemnification), 10 (Third-Party Services), 11 (Termination), 12 (Changes to Terms), 13 (Governing Law; Jurisdiction), 16 (Waiver and Severability), and 17 (Entire Agreement).

12. Changes to Terms

We may update these Terms at any time. Changes will be posted with an updated effective date. Continued interaction with or use of our Site or Services constitutes acceptance of the revised Terms. We may email or otherwise notify you of changes to these Terms, but it is your responsibility to review these Terms periodically to see any changes we have made to them.

13. Governing Law; Jurisdiction

These Terms are governed by the laws of the State of Michigan, without regard to any conflict of law principles. Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Kent County, Michigan.

14. Contact Information

For questions about these Terms, contact us at:

Gooding Solutions

Email: scheduling@goodingsolutions.com

Phone: 616-843-4300

Address: 4555 Alpine Ave NW Suite B, Comstock Park MI 49321

15. Compliance Statement

We are committed to complying with applicable telecommunications and consumer protection laws, including:

- Consent-based messaging requirements
 - Opt-out mechanisms
 - Transparent communication practices
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16. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

17. Entire Agreement

These Terms and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the subject matter hereof and thereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, related thereto.
