

# TERMS OF USE FOR THIS WEBSITE

Effective: 3/20/2023

Welcome

Welcome to Dr. Stan Plastic Surgery's website. We are pleased you are here. Please review carefully our "Terms of Use for this Website." These terms apply throughout our entire website. Additional terms may apply via state and federal laws. We hope you find our website useful.

## I. Note the Practice of Medicine

No website can replace the physician/patient relationship. Our website is designed to provide information about our practice and to offer useful information about health care issues. This website ***does not***:

- a care provider – patient relationship
- provide specific medical advice
- constitute the practice of medicine
- provide a substitute for medical care

Users of this website should always seek the advice of a licensed physician or other qualified healthcare provider with any questions regarding personal health or medical conditions. If you believe you have a medical problem or condition, please seek medical attention from a qualified provider.

\*\*\* If you believe you are experiencing a medical emergency, call 911 immediately.

## II. No Endorsements

Links from this website to third party websites do not imply this practice's endorsement of any other websites' product or service. Links from this website to third party websites are provided for your convenience and are intended only to enable access to these third party websites and for no other purpose. Please use your independent care and judgment when accessing these third party websites.

## III. Designed and Operated for Adult Users

This website is designed and operated for users 18 years old and older. This website is not intended to be accessed by children. Those under the age of 18 should have a parent or guardian assist with use of this website.

By using this website you agree that you will not:

- Disrupt, disable, “hack” or in any way interfere with the proper functioning of this website
- Use this website in a way that violates any law, act, or treaty
- Copy or “scrape” any content or images from this website without this practice’s prior written approval

#### IV. Secured Use of this Website

If you access our “Patient Portal” or any other secured access area of this website, you are responsible for maintaining the confidentiality of your account and password. You also are responsible for all activities and actions that are transacted under your account or password.

#### V. Copyright Notice

You may not copy, reproduce, republish, repurpose, post, “scrape,” or use in any way of the content or images contained in this website without this practice’s prior written approval.

#### VI. Digital Millennium Copyright Act

This practice complies with the provisions of the Digital Millennium Copyright Act. If you have a concern regarding the use of copyrighted material on this website, please contact us at: [info@drstanplasticsurgery.com](mailto:info@drstanplasticsurgery.com).

#### VII. Disclaimers

You understand and agree that this practice’s website and any services content, or information contained on or provided by this practice is provided on an “as is” basis. This practice does not make any express or implied warranties. In addition, this practice does not guarantee that use of its website will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, viruses, or worms, and you understand that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output.

#### VIII. Limitations of Liability

You assume any and all risks when using this website. This practice shall not be liable for any direct, indirect, consequential, monetary, punitive, special, or exemplary damages, fines, fees, or penalties which are in any way related to the use of this website.

Your only, sole, and exclusive remedy for any claim or alleged claim arising from the use of this website is to STOP USING THIS WEBSITE.

[Please note that some states do not allow the limitation or exclusion of damages and/or liability. This means the above limitation of liability may not apply to your use of this website.]

#### IX. Indemnification

You agree that you will indemnify and hold harmless this practice from any damages, losses, liabilities, judgments, costs and/or expenses (including reasonable attorney fees) that in any way relate to your use or misuse of this website. This shall include any third party claims which may arise as a consequence of your use of this website.

#### X. Changes to this “Terms of Use for this Website” Statement

This practice may alter, modify, revise, or amend any or all of this “Terms of Use for this Website” at any time. Such alterations, modifications, revisions, or amendments shall be effective immediately upon either posting it/them to this website or upon notifying you.

#### XI. Jurisdiction

You agree and consent that any claim or dispute that in any way relates to your use of this website is subject to the exclusive jurisdiction of Sugarland, Texas. This consent and agreement also applies to any person attempting to advance a claim on your behalf.

#### XII. Contacting Us

If you or anyone on your behalf has a question or concern about the “Terms of Use for this Website,” please contact us at [info@drstanplasticsurgery.com](mailto:info@drstanplasticsurgery.com). Thank you.