

FLORIDA PEDIATRIC ASSOCIATES, LLC

[INSERT DIVISION NAME]
a Division of Florida Pediatric Associates

TERMS OF USE

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The purpose of the Site is to provide general information about FPA including the services we provide and the health plans that we serve. We provide a list of FPA Divisions that represent various medical, surgical and facility-based pediatric (and sometimes adult) clinical services at practice locations in Jacksonville, Orlando, St. Petersburg and Tampa. We provide links to certain FPA Division websites that further describe the services that a Division provides. This Site and the Services, including any updates, enhancements, and new features are subject to these Terms.

This site DOES NOT:

1. Provide medical advice.
2. Provide access to patient health information.
3. Make services or products available to the public.
4. Allow nor permit visitors, users and others who access or use the Site to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content").
5. Allow payments for clinical services you might obtain at any one of our practice locations.

NO ENDORSEMENTS

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- ❖ To transmit unsolicited promotional or advertising materials or spam
- ❖ To transmit any computer code, including (without limitation) any virus, worm, Trojan, time-bomb, logger, spyware, ransomware, or other harmful program or code that is intended, designed, or anticipated to cause harm or disruption to computers or networks
- ❖ To participate in a denial of service or other activity that is intended or likely to disrupt the efficient operation of the Site or any other website or computer network.

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You may place a link to the Site on another website, in a fair and legal manner, so long as the link does not adversely affect the reputation of any health care professional or the Site. The link may not suggest any endorsement or approval of the other website by a health care professional. You may not frame the Site on any other website.

ENFORCEMENT OF TERMS

We have the right to determine whether there has been a violation of these Terms. If we determine the Terms have been violated, we have the right to determine the action that will be taken. The action to be taken may include (but not be limited to):

- ❖ Immediate termination of your right to use the Site. The termination may be temporary or permanent.
- ❖ Immediate removal of any content posted by you to the Site.
- ❖ Issuance of a warning or other communication to you.
- ❖ Legal proceedings against you, including seeking of damages (including indemnity) recovering all costs and losses suffered as a result of your violation of the Terms.
- ❖ Other forms of legal proceedings against you.
- ❖ Referral to law enforcement agencies for further action.

We will not be liable for any damages which you may suffer as a result of the foregoing actions.

TERMINATION

We may terminate or suspend access to our Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

CONTACT US

If you have any questions about these Terms, please contact:

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Effective Date: January 1, 2024