

Acceptance

It is important that you read all the following terms and conditions carefully. This Terms of Use Agreement (“Agreement”) is a legal agreement between you and **De La Cruz Nurse Practitioner in Psychiatry, PLLC**, the legal owner and operator (“Owner”) of this Website (the “DeLaCruzPsychiatry.org”). It states the terms and conditions under which you may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software, and code (the “Content”). By accessing and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Website. The Owner may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

Medical Emergency

Do NOT use the Website for medical emergencies. If you have a medical emergency, call a physician or qualified healthcare provider, or CALL 911 immediately. Under no circumstances should you attempt self-treatment based on anything you have seen or read on the Website.

General information is not medical advice

The general information provided on the Website is for informational purposes only and is not professional medical advice, diagnosis, treatment, or care, nor is it intended to be a substitute therefore. Always seek the advice of your physician or other qualified health provider properly licensed to practice medicine or general healthcare in your jurisdiction concerning any questions you may have regarding any information obtained from this Website and any medical condition you believe may be relevant to you or to someone else. Never disregard professional medical advice or delay in seeking it because of something you have read on this Website. Always consult with your physician or other qualified healthcare provider before embarking on a new treatment, diet, or fitness program. Information obtained on the Website is not exhaustive and does not cover all diseases, ailments, physical conditions, or their treatment.

No physician-patient relationship

The presentation of general information on the Website does not establish a physician-patient relationship between you and the Owner (or any of its physicians/providers) and is not intended as a solicitation of individuals to become patients or clients of the Owner (or any of its physicians/providers). This section does not apply to the extent that you are using the Website to communicate with a physician with whom you have an existing physician-patient relationship.

No endorsements

Unless specifically stated, the Owner does not recommend or endorse any specific brand of products, services, procedures, or other information that appears or that may be advertised on the Website.

Patient portal services

If you are an existing patient, the Website may allow you to communicate with the Owner and your physician(s) by email or by some other electronic means. Communications sent by you to the Owner or your physician, or to you by the Owner or your physician via email or this Website may not be secure and may be accessible by third parties. Any use or disclosure of personal information provided by you shall be in accordance with our privacy policy. The Owner may issue to you a username (“Username”) and a password (“Password”) to permit you to access the patient portal portion of the Website. You are solely responsible for the confidentiality and use of your Username and Password.

Disclaimer of warranties

The Website and the Content are provided “AS IS” and “AS AVAILABLE.” While the Owner endeavors to provide information that is correct, accurate, current, and timely, the Owner makes no representations, warranties, or covenants, express or implied, regarding the Website and the Content including, without limitation, no representation, warranty, or covenant that (i) the Content contained in or made available through the Website or any item(s) made available on or through the Website will be of merchantable quality and/or fit for a particular purpose; (ii) the Website or Content will be accurate, complete, current, reliable, timely, or suitable for any particular purpose; (iii) that the operation of the Website will be uninterrupted or error-free; (iv) that defects or errors in the Website or the Content, be it human or computer errors, will be corrected; (v) that the Website will be free from viruses or harmful components; and (vi) that communications to or from the Website will be secure and/or not intercepted.

You acknowledge and agree that your access and use of the Website and the Content is entirely at your own risk and liability.

Limitation of liability

In no event shall the Owner, its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental, or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment, or any other loss incurred in connection with your use, misuse, or reliance upon the Website or the Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The

Terms of Use

foregoing limitation shall apply even if the Owner knew of or ought to have known of the possibility of such damages.

The Owner also expressly disclaims any and all liability for the acts, omissions, and conduct of any third-party user of the Website, or any advertiser or sponsor of the Website (“third-party”). Under no circumstances shall the Owner, its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, be liable for any injury, loss, damage (including direct, special, indirect, punitive, incidental, or consequential damages), or expense arising in any manner whatsoever from (i) the acts, omissions, or conduct of any third-party; and (ii) any access, use, reliance upon, or inability to use any materials, content, goods, or services located at, or made available at, any Website linked to or from the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Owner knew of or ought to have known of the possibility of such damages.

Indemnity

You agree to indemnify, defend, and hold harmless the Owner and its physicians, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of this Agreement; (ii) your access to, use, misuse, reliance upon, or inability to access or use the Website, the Content, or any Website to which the Website is or may be linked to from time to time or; (iii) your use of, reliance on, publication, communication, distribution, uploading, or downloading of anything (including the Content) on or from the Website.

Use of the Website

The Owner authorizes you to access and use the Website for your personal noncommercial use in the United States in accordance with the terms and conditions of this Agreement. You acknowledge and agree that the Website, and its contents, are intended only for residents of the United States.

Copyright

The Content is protected by copyright law and is owned by the Owner and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited license herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the Owner.

Limited license

Terms of Use

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable, and nonexclusive license to access, view, and use the Website and the Content for your personal, non-commercial use. You are granted the right to download, store, and/or print single copies of items comprising the Content for your personal, noncommercial use, provided that you maintain all copyright and other notices contained in such Content. You may not copy and/or repost items comprising the Content online. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Website. In the event of a conflict between the terms of a license governing specific Content and this Agreement, the terms of the specific license shall govern.

Limitation of liability

In no event shall the Owner, its physicians, content writers, officers, directors, employees, agents, licensors, and their respective successors and assigns be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental, or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment, or any other loss incurred in connection with your use, misuse, or reliance upon the Website or the Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Owner knew of or ought to have known of the possibility of such damages.

Linking

The Website contains links to third-party Websites. These links are provided solely as a convenience to you and not as an endorsement by the Owner of any third-party Website or the content thereof. Unless expressly stated, the Owner does not operate any third-party Website linked to the Website and is not responsible for the content of any third-party Website, nor does it make any representation, warranty, or covenant of any kind regarding any third-party Website including, without limitation, (i) any representation, warranty, or covenant regarding the legality, accuracy, reliability, completeness, timeliness, or suitability of any content on such third-party Websites; (ii) any representation, warranty, or covenant regarding the merchantability and/or fitness for a particular purpose of any third-party Websites or material, content, software, goods, or services located at or made available through such third-party Websites; or (iii) any representation, warranty, or covenant that the operation of such third-party Websites will be uninterrupted or error free, that defects or errors in such third-party Websites will be corrected, or that such third-party Websites will be free from viruses or other harmful components.

While the Owner encourages links to the Website, it does not wish to be linked to or from any third-party Website which contains, posts, or transmits any unlawful or indecent information of any kind, including, without limitation

- (i) any content constituting or encouraging conduct that would be considered a criminal offense or give rise to civil liability;
- (ii) any content containing unlawful, offensive, obscene, defamatory, or otherwise objectionable material; or
- (iii) any content that constitutes or is encouraging of a marketing or advertising scheme of any kind.

Privacy Policy for De La Cruz Nurse Practitioner in Psychiatry, PLLC

Last Updated: December 10, 2024

Thank you for visiting De La Cruz Nurse Practitioner in Psychiatry, PLLC website (<https://DeLaCruzPsychiatry.org>). Your privacy is important to us, and we are committed to protecting your personal information. This Privacy Policy outlines how we collect, use, disclose, and safeguard your information when you use our website.

Information We Collect

1. **Personal Information:** When you visit our website, we may collect personal information, such as your name, email address, phone number, and any other information you provide through contact forms or email communications.
2. **Log Data:** We automatically collect certain information when you access our website, including your IP address, browser type, operating system, and other usage details. This information is used for analytical purposes to improve our website and services.
3. **Cookies:** We use cookies to enhance your browsing experience. Cookies are small files stored on your device that track your preferences and activities on our website. You can disable cookies in your browser settings, but this may affect your ability to use certain features of our website.

How We Use Your Information

1. **Communication:** We may use your personal information to respond to your inquiries, provide information about our services, and communicate with you.
2. **Analytics:** We use collected data for analytical purposes, including assessing website performance, user preferences, and optimizing our content.
3. **Marketing:** With your consent, we may use your information to send you promotional materials or newsletters. You can opt-out of these communications at any time.

Data Sharing and Disclosure

We do not sell, trade, or otherwise transfer your personal information to third parties without your consent, except in the following circumstances:

- **Service Providers:** We may share your information with trusted third-party service providers who assist us in website operation, analytics, and other business functions.

- **Legal Compliance:** We may disclose your information if required by law or to protect our rights and comply with legal processes.

Security Measures

We implement reasonable security measures to protect your personal information from unauthorized access, disclosure, alteration, and destruction. However, no method of online transmission or storage is 100% secure, and we cannot guarantee absolute security.

Your Rights

You have the right to access, correct, and delete your personal information. If you have any questions or requests regarding your data, please contact us at DeLaCruzPsychiatry@gmail.com

Changes to This Privacy Policy

We may update this Privacy Policy from time to time. The latest version will be posted on our website, and the effective date will be revised accordingly.

By using our website, you consent to the terms outlined in this Privacy Policy.

Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us at DeLaCruzPsychiatry@gmail.com