

**FLORIDA PEDIATRIC ASSOCIATES, LLC**  
**Children's Plastic Surgery Institute of Florida**  
*a Division of Florida Pediatric Associates*

**TERMS OF USE**

---

**TERMS OF USE ("TERMS")**

These Terms of Use ("Terms") tell you terms on which you are permitted to use the FloridaPediatrics.com website ("Site"). Please read these Terms carefully before using the Site. You should read these Terms carefully. Your access to and use of the Site is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Site. **By accessing or using the Site you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Site.**

**INFORMATION ABOUT THE SITE**

The Site is solely owned by Florida Pediatric Associates, LLC ("FPA"). FPA reserves the right to update or change the Terms and the Site at any time without notice to you. The most current version of the Terms is indicated by the Date of Revision and can be reviewed by revisiting this page.

**USE OF THE SITE AND CONTENT**

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**

Links to other web sites or references to third parties are not intended to be endorsements of a third parties' products or services. You should read the privacy policy and terms of use of any third party websites before using those websites.

**PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

The Site is not intended to collect any user or visitor information. Please do not try to post protected health information on the Site. This Site, like many other websites, uses cookies. Cookies are small pieces of information that are stored on your computer or mobile device when you visit a website. The Site uses a cookie that is native to Personal Home Page applications to create the website and is used to store and identify a user's unique session identification for the purpose of managing user session on the website. The cookie is a session cookie that is deleted when all of the user browser windows are closed. By using the Site, you agree to the processing of your information and the use of the necessary cookies. In addition, Google Analytics sets cookies to help us accurately estimate the number of visitors to the website and what content is most popular. This helps to ensure that my website is responding to your needs in the best way possible. You can view Google's Privacy Policy at <https://policies.google.com/privacy>.

By using and browsing this Site, you consent to cookies being used in accordance with this Policy. If you do not consent, you must turn off cookies or refrain from using the site. Most browsers allow you to turn off cookies. To do this, look at the HELP menu on your browser. Switching off cookies should not noticeably restrict your use of this website.

Finally, when linking out to other sites, please take a moment to review the privacy statement of the site you are linking to as well.

### **PERSONAL AND NON-COMMERCIAL USE LIMITATION**

You may view and download material from the Site solely for your own personal and non-commercial use. You must keep all copyright and other proprietary notices on any copies of the material you use from this Site. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or services obtained from the Site.

### **PERMITTED USE OF THE SITE**

The Site may be used only for lawful purposes. The Site may not be used:

- ❖ To violate the law
- ❖ To harm or defraud anyone
- ❖ To send or transmit materials that could not be uploaded as content
- ❖ 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.

### **LIABILITY**

All information contained on, or accessible through, the Site is provided on an "AS IS" basis. FPA does not warrant that it is accurate, complete, current or reliable. You use the Site at your own risk.

### **TRADEMARKS**

The trademarks, logos, and service marks (collectively, "Trademarks") displayed on this site are registered and unregistered Trademarks of FPA and other Third Party content providers in the U.S. and/or other countries. No Trademark displayed on this site may be used without written permission of the owner of such Trademarks. Misuse of these Trademarks, or any other content on this site, is strictly prohibited. You are also advised that FPA will enforce their intellectual property rights. Any rights not expressly granted herein are reserved.

### **COPYRIGHT NOTICE**

You may not copy, reproduce, republish, post, retransmit, or distribute in any way any of the information contained in this site without prior written consent of FPA. Unless otherwise noted, everything that you see or read on this site is copyrighted.

### **LINKING AND FRAMING**

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:

Compliance Officer  
Florida Pediatric Associates, LLC  
1800 Dr. Martin Luther King Jr. Street North  
St. Petersburg, FL 33704  
[icomply@floridapediatrics.com](mailto:icomply@floridapediatrics.com)  
(866)-635-8765

**Effective Date: January 1, 2024**