

# TERMS AND CONDITIONS

## Introduction

These terms and conditions of Erin McCarthy Shaw, Nurse Practitioner in Psychiatry, PLLC (“the Practice”) govern your use of our website available at [www.erinmccarthyshaw.com](http://www.erinmccarthyshaw.com), our mobile application and any other websites and/or mobile applications to which this Policy applies (collectively the “Sites”). By using any of the Sites, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you are asked not to use the Sites.

The Practice may choose to use cookies. By visiting and using the Practice Sites, and agreeing to these terms and conditions, you consent to the Practice’s possible use of cookies in accordance with the terms of the Practice’s privacy policy.

## License to use the Practice’s Sites

Unless otherwise stated, the Practice owns the intellectual property rights in the Sites and material on the Sites. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Sites for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this Sites (including republication on another website);
- sell, rent or sub-license material from the Sites;
- show any material from the Sites in public;
- reproduce, duplicate, copy or otherwise exploit material on this Sites for a commercial purpose;
- edit or otherwise modify any material on the Sites with the intention of further use for commercial or personal gain; or
- redistribute material from this Sites except for content specifically and expressly made available for redistribution, such as the Practice’s material being shared on social media networks.

## Acceptable use

You must not use the Practice Sites in any way that causes, or may cause, damage to the Sites or impairment of the availability or accessibility of the Sites; or in any way which is unlawful,

illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Sites to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Sites without the Practice's express written consent.

You must not use the Sites to transmit or send unsolicited commercial communications.

You must not use the Site for any purposes related to marketing without the Practice's express written consent.

### **Restricted access**

Access to certain areas of the Sites may be restricted. the Practice reserves the right to restrict access to other areas of the Sites, or indeed entire Sites, at the Practice's discretion.

If the Practice provides you with a user ID and password to enable you to access restricted areas of this Sites or other content or services, you must ensure that the user ID and password are kept confidential.

The Practice may disable your user ID and password in the Practice's sole discretion without notice or explanation.

### **User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the Sites, for whatever purpose.

You grant to the Practice a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to the Practice the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the Practice or a third party (in each case under any applicable law).

You must not submit any user content to the Sites that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Practice reserves the right to edit or remove any material submitted to the Sites, or stored on the Practice's servers, or hosted or published upon the Sites.

Notwithstanding the Practice's rights under these terms and conditions in relation to user content, the Practice does not undertake to monitor the submission of such content to, or the publication of such content on, this Sites.

### **No warranties**

The Sites are provided "as is" without any representations or warranties, express or implied. The Practice makes no representations or warranties in relation to the Sites or the information and materials provided on the Sites.

Without prejudice to the generality of the foregoing paragraph, the Practice does not warrant that:

- the Sites will be constantly available, or available at all; or
- the information on the Sites is complete, true, accurate or non-misleading.

Nothing on the Sites constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter you should consult an appropriate professional. If you are seeking psychotherapy, counseling, or mental health services from the Practice, these services must be rendered in person or by interactive audio-video communication with a minimum full consultation session, unless otherwise explicitly arranged with the Practice. No content on the Sites constitutes advice, mental health counseling, psychotherapy, or any other manner of service.

### **Limitations of liability**

The Practice will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, the Sites:

- to the extent that the Sites are provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Practice has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this Sites disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in the Sites disclaimer will exclude or limit the Practice's liability in respect of any:

- death or personal injury caused by the Practice's negligence;
- fraud or fraudulent misrepresentation on the part of the Practice; or
- a matter which it would be illegal or unlawful for the Practice to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using the Sites, you agree that the exclusions and limitations of liability set out in the Sites disclaimer are reasonable.

If you do not think they are reasonable, you must not use the Sites.

### **Other parties**

You accept that, as a corporate entity the Practice has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Practice's officers or employees with respect to any losses you suffer in connection with the Sites.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in the Sites disclaimer will protect the Practice's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Practice, itself.

### **Unenforceable provisions**

If any provision of the Sites disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of the Sites disclaimer.

### **Indemnity**

You hereby indemnify the Practice and undertake to keep the Practice indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Practice to a third party in settlement of a claim or dispute on the advice of the Practice's legal advisers) incurred or suffered by the Practice arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to the Practice other rights under these terms and conditions, if you breach these terms and conditions in any way, the Practice may take such action as the Practice deems appropriate to deal with the breach, including suspending your access to the Sites, prohibiting

you from accessing the Sites, blocking computers using your IP address from accessing the Sites, contacting your internet service provider to request that they block your access to the Sites and/or bringing court proceedings against you.

### **Variation**

The Practice may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the Sites from the date of the publication of the revised terms and conditions on the Sites. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

The Practice may transfer, sub-contract or otherwise deal with the Practice's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions constitute the entire agreement between you and the Practice in relation to your use of the Sites, and supersede all previous agreements with respect to your use of the Sites.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the State of New York, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of New York.

### **Registrations and authorizations**

The Practice is a professional corporation formed in accordance with the State of New York.

### **The Practice's details**

The Practice's registered address is 15 Trieble Avenue, Suite 5, PMB 420, Ballston Spa, NY 12020.

You can contact the Practice by email to [contact@erinmccarthyshaw.com](mailto:contact@erinmccarthyshaw.com).

©2024 by Erin McCarthy Shaw, Nurse Practitioner in Psychiatry, PLLC.