

TERMS AND CONDITIONS OF USE

Thank you for visiting our website. If you want to use morrismedicalcenter.com, you must agree to conform to and be legally bound by the terms and conditions described below.

IF YOU DISAGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT USE OUR WEBSITE.

MINORS

We do not provide services or sell products to children. If you are below the age of 18, you may use our website only with the permission and active involvement of a parent or legal guardian. If you are a minor, please do not provide us or other website visitors with any personal information.

PRIVACY POLICY IS PART OF THESE TERMS AND CONDITIONS

Our privacy policy is part of, and subject to, these terms and conditions of use. You may view our privacy policy on morrismedicalcenter.com.

ANTI-SPAM POLICY IS PART OF THESE TERMS AND CONDITIONS

Our anti-Spam policy is part of, and subject to, these terms and conditions of use. You may view our anti-Spam policy on morrismedicalcenter.com.

COMPENSATION DISCLOSURE POLICY, IF ANY, IS PART OF THESE TERMS AND CONDITIONS

If there is a Compensation Disclosure Policy on morrismedicalcenter.com, the policy is part of, and subject to, these terms and conditions of use.

MODIFICATIONS AND TERMINATIONS

These terms and conditions may change from time to time. If such changes are made, they will be effective immediately, and we will notify you by a notice posted on our website's home page of the changes that have been made. If you disagree with the changes that have been made, you should not use our website.

We may terminate these terms and conditions of use for any reason and at any time without notice to you.

If you are concerned about these terms and conditions of use, you should read them each time before you use our website. Any questions or concerns should be brought to our attention by sending an e-mail to [admin\[at\]morrismedicalcenter.com](mailto:admin[at]morrismedicalcenter.com), and providing us with information relating to your concern.

LICENSEE STATUS

You understand and agree that your use of our website is limited and non-exclusive as a nontransferable revocable licensee. We may terminate your license to use our website, and access to our website, for any reason, and without giving you notice.

CONTENT OWNERSHIP

All content on our website is owned by us or our content suppliers. On behalf of ourselves and our content suppliers, we claim all property rights, including intellectual property rights, for this content and you are not allowed to infringe upon those rights. We will prosecute to the fullest extent of the law anyone who attempts to steal our property.

You agree not to copy content from our website without our permission. Any requests to use our content should be submitted to us by e-mail to [admin\[at\]morrismedicalcenter.com](mailto:admin[at]morrismedicalcenter.com).

If you believe that your intellectual property rights have been infringed upon by our website content, please notify us by sending an e-mail to [admin\[at\]morrismedicalcenter.com](mailto:admin[at]morrismedicalcenter.com), or by sending mail to us at the address listed below. Please describe in detail the alleged infringement, including the factual and legal basis for your claim of ownership.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

The information on our website is provided on an "as is," "as available" basis. You agree that your use of our website is at your sole risk. We disclaim all warranties of any kind, including but not limited to, any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that our website will always be available, access will be uninterrupted, be error-free, meet your requirements, or that any defects in our website will be corrected.

Information on our website should not necessarily be relied upon and should not to be construed to be professional advice from us. We do not guarantee the accuracy or completeness of any of the information provided, and is not responsible for any loss resulting from your reliance on such information.

If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the site shall be to discontinue using the site.

Under no circumstances will we be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to our website, your website use, or the content, even if advised of the possibility of such damages.

Our total liability for any claim arising out of or relating to our website shall not exceed one hundred (\$100) dollars and that amount shall be in lieu of all other remedies which you may have against us or our affiliates. Any such claim shall be subject to confidential binding arbitration as described later in these terms and conditions of use.

OBSCENE AND OFFENSIVE CONTENT

We are not responsible for any obscene or offensive content that you receive or view from others while using our website. However, if you do receive or view such content, please contact us by e-mail to [admin\[at\]morrismedicalcenter.com](mailto:admin[at]morrismedicalcenter.com) so that we can investigate the matter. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove obscene or offensive material posted to our website.

INDEMNIFICATION

You understand and agree that you will indemnify, defend and hold us and our affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from your use of our website or your violation of these terms and conditions.

COMPLIANCE WITH GOVERNING LAW AND DISPUTE RESOLUTION

You agree to obey all applicable laws while using our website.

You agree that the laws of FL govern these terms and conditions of use without regard to conflicts of law's provisions.

You also agree that any dispute between you and us, excluding any intellectual property right infringement claims we pursue against you, shall be settled solely by confidential binding arbitration per the American Arbitration Association commercial arbitration rules. All claims must arbitrate on an individual basis, and cannot be consolidated in any arbitration with any claim or controversy of anyone else. All arbitration must occur in Lee, FL, USA. Each party shall bear one half of the arbitration fees and costs incurred, and each party is responsible for its own lawyer fees.

SEVERABILITY OF THESE TERMS AND CONDITIONS

If any part of these terms and conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

HOW TO CONTACT US

Any questions or concerns about these terms and conditions of use should be brought to our attention by e-mail to [admin\[at\]morrismedicalcenter.com](mailto:admin[at]morrismedicalcenter.com), and providing us with information relating to your concern.

You may also mail your concerns to us at the following address:

Morris Medical Center
2621 Cleveland Ave.
Fort Myers, FL 33901
USA

ENTIRE AGREEMENT

These terms and conditions, including the policies incorporated herein by express reference, constitute your entire agreement with us with respect to your use of our website.

This Terms and Conditions of Use was last updated on 02-07-2010.

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Additional Disclaimer

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INDEMNIFICATION

You agree to defend, indemnify, and hold Morris Medical Center, P.A. harmless from any and all liabilities, costs, and expenses, including attorney's fees, related to any violation of these terms and conditions by you.

HIPPA PRIVACY POLICY

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THAT INFORMATION

PLEASE REVIEW THIS NOTICE CAREFULLY.

This Practice is committed to maintaining the privacy of your protected health information ("PHI"), which includes information about your health condition and the care and treatment you receive from the Practice. The creation of a record detailing the care and services you receive helps this office to provide you with quality health care. This Notice details how your PHI may be used and disclosed to third parties. This Notice also details your rights regarding your PHI. The privacy of PHI in patient files will be protected when the files are taken to and from the Practice by placing the files in a box or brief case and kept within the custody of a doctor or employee of the Practice authorized to remove the files from the Practice's office. It may be necessary to take patient files to a facility where a patient is confined or to a patient's home where the patient is to be examined or treated.

NO CONSENT REQUIRED

The Practice may use and/or disclose your PHI for the purposes of:

(a) Treatment - In order to provide you with the health care you require, the Practice will provide your PHI to those health care professionals, whether on the Practice's staff or not, directly involved in your care so that they may understand your health condition and needs. For example, a physician treating you for a condition or disease may need to know the results of your latest physician examination by this office.

(b) Payment - In order to get paid for services provided to you, the Practice will provide your PHI, directly or through a billing service, to appropriate third party payors, pursuant to their billing and payment requirements. For example, the Practice may need to provide the Medicare program with information about health care services that you received from the Practice so that the Practice can be properly reimbursed. The Practice may also need to tell your insurance plan about treatment you are going to receive so that it can determine whether or not it will cover the treatment expense.

(c) Health Care Operations - In order for the Practice to operate in accordance with applicable law and insurance requirements and in order for the Practice to continue to provide quality and efficient care, it may be necessary for the Practice to compile, use and/or disclose your PHI. For example, the Practice may use your PHI in order to evaluate the performance of the Practice's personnel in providing care to you.

1. The Practice may use and/or disclose your PHI, without a written Consent from you, in the following additional instances:

(a) De-identified Information - Information that does not identify you and, even without your name, cannot be used to identify you.

(b) Business Associate - To a business associate if the Practice obtains satisfactory written assurance, in accordance with applicable law, that the business associate will appropriately safeguard your PHI. A business associate is an entity that assists the Practice in undertaking some essential function, such as a billing company that assists the office in submitting claims for payment to insurance companies or other payers.

(c) Personal Representative - To a person who, under applicable law, has the authority to represent you in making decisions related to your health care

(d) Emergency Situations -

(i) for the purpose of obtaining or rendering emergency treatment to you provided that the Practice attempts to obtain your Consent as soon as possible; or

(ii) to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, for the purpose of coordinating your care with such entities in an emergency situation.

(e) Communication Barriers - If, due to substantial communication barriers or inability to communicate, the Practice has been unable to obtain your Consent and the Practice determines, in the exercise of its professional judgment, that your Consent to receive treatment is clearly inferred from the circumstances.

(f) Public Health Activities - Such activities include, for example, information collected by a public health authority, as authorized by law, to prevent or control disease and that does not identify you and, even without your name, cannot be used to identify you.

(g) Abuse, Neglect or Domestic Violence - To a government authority if the Practice is required by law to make such disclosure; if the Practice is authorized by law to make such a disclosure, it will do so if it believes that the disclosure is necessary to prevent serious harm

(h) Health Oversight Activities - Such activities, which must be required by law, involve government agencies and may include, for example, criminal investigations, disciplinary actions, or general oversight activities relating to the community's health care system.

(i) Judicial and Administrative Proceeding - For example, the Practice may be required to disclose your PHI in response to a court order or a lawfully issued subpoena.

(j) Law Enforcement Purposes - In certain instances, your PHI may have to be disclosed to a law enforcement official. For example, your PHI may be the subject of a grand jury subpoena. Or, the Practice may disclose your PHI if the Practice believes that your death was the result of criminal conduct.

(k) Coroner or Medical Examiner - The Practice may disclose your PHI to a coroner or medical examiner for the purpose of identifying you or determining your cause of death.

(l) Organ, Eye or Tissue Donation - If you are an organ donor, the Practice may disclose your PHI to the entity to whom you have agreed to donate your organs.

(m) Research - If the Practice is involved in research activities, your PHI may be used, but such use is subject to numerous governmental requirements intended to protect the privacy of your PHI and that does not identify you and, even without your name, cannot be used to identify you.

(n) Avert a Threat to Health or Safety - The Practice may disclose your PHI if it believes that such disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to an individual who is reasonably able to prevent or lessen the threat.

(o) Workers' Compensation - If you are involved in a Workers' Compensation claim, the Practice may be required to disclose your PHI to an individual or entity that is part of the Workers' Compensation system.

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