

# Mid City Pediatrics Terms of Use

## Introduction

The use of our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'User Agreement'), along with the terms and conditions as stated in our [Privacy Policy](#) (please refer to the Privacy Policy section for more information).

**This agreement is in effect as of 9-1-23 and updated on 6-16-25**

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

## Terms and Conditions (SMS):

By voluntarily opting in to receive SMS communications from Mid City Pediatrics users agree to the following:

- **Consent to Receive SMS:** Users consent to receive SMS messages related to [purpose, e.g., "order updates,

promotional offers, or account notifications"]. Message frequency may vary based on user interactions.

- **Message and Data Rates:** Standard message and data rates may apply. Users are responsible for any charges incurred.
- **Opting Out:** Users can opt out at any time by replying "STOP" to any SMS message. A confirmation will be sent, and no further SMS messages will be sent to that number. Opting out may affect the ability to receive certain communications.
- **Help and Support:** For assistance, users can reply "HELP" to any SMS message or contact customer support at (318) 221-2225.
- **Privacy:** Personal information will be handled according to our [Privacy Policy](#). We do not sell or share phone numbers except as required by law.
- **Changes to Terms:** We may update these terms periodically. Continued use of the SMS service constitutes acceptance of revised terms.
- **Termination:** We reserve the right to terminate or modify the SMS service at any time without prior notice.
- **Liability:** Mid City Pediatrics is not responsible for delays or failures in SMS delivery due to carrier or technical issues.
- By opting in, users acknowledge they have read, understood, and agree to these terms.
- No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All other categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

## Responsible Use and Conduct

By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, (b) the written agreement by which the Resources shall be utilized, and (c) applicable laws, regulations and generally accepted online practices or guidelines.

### Wherein, you understand that:

a. To access our website, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use. Accordingly, you are responsible for all activities that occur under your accounts. When a session is completed, you agree to log out of the website to protect your personal information.

c. Accessing (or attempting to access) by any means other than through the means we provide, is strictly prohibited. You specifically

agree not to access (or attempt to access) through any automated, unethical, or unconventional means.

d. Engaging in any activity that disrupts or interferes with our practice, including the servers and/or networks is strictly prohibited and enforceable by law. This includes the distribution of viruses, malware, or any other technology that may harm the site or other users of the system.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our information is strictly prohibited and enforceable by law. This includes the use of spiders, bots, scrapers, or any other automated means to access site information or personal data.

f. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open

communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

- i. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
- ii. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
- iii. Contains any type of unauthorized or unsolicited advertising;
- iv. Impersonates any person or entity, including any of our employees or representatives.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this Terms of Service / User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal and consent to waive any claim against us.

h. We do not assume any liability for any content posted by you or any other 3rd party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of our practice, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display, and/or distribute as we see fit. This only refers to

and applies to content posted via open communication tools as described and does not refer to information that is provided as part of the registration process necessary in order to use our website. All information provided as part of our registration process is covered by our Privacy Policy.

i. You agree to indemnify and hold harmless our practice and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Agreement. In such an event, you shall provide us with such cooperation as is reasonably requested by us.

## **Privacy**

Your privacy is very important to us, which is why we have created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. Our Privacy Policy is included under the scope of this Terms of Service / Agreement. To read our Privacy Policy in its entirety, click the Privacy Notice at the bottom of the page next to where this was located.

## **Limitation of Warranties**

By using our website, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- i) the use of our Resources will meet your needs or requirements.
- ii) the use of our Resources will be uninterrupted, timely, secure, or free from errors.
- iii) the information obtained by using our Resources will be accurate or reliable, and
- iv) any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

**Furthermore, you understand and agree that:**

v) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, it is for your use only, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

vi) no information or advice, whether expressed, implied, oral or written, obtained by you from our website, or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this Terms of Service / Agreement.

## **Limitation of Liability**

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or

services. Our practice will not be liable for any direct, indirect, incidental, consequential, or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply. Under no circumstances without limitation shall our practice or any of its affiliates be liable for direct, indirect, incidental, consequential damages, punitive damages, and/or attorney's fees for any damages due to loss of use, loss of data, inability to use Resources. Even though we maintain security on our website, they shall not, or any affiliate, be liable for damages caused by unauthorized access, hacking, data loss, or any other unfortunate incident that may occur.

## **Intellectual Property / Copyrights / Trademarks**

All content and materials available on our website, including but not limited to text, graphics, website name, code, images, and logos are the intellectual property of our practice, and are protected by applicable copyright and trademark laws throughout the world. Any inappropriate use, including but not limited to the reproduction, distribution, display, or transmission of any content on this site or in the Resource section is strictly prohibited, unless specifically authorized by the owner of the practice.

## **Termination of Use**

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and resources with or

without notice and for any reason, including, without limitation, breach of this Agreement. Any suspected illegal, fraudulent, or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the resources we provide will immediately cease and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

## **Governing Law**

This website is controlled by offices located in the state of Louisiana, United States. It can be accessed by most countries around the world. As each country has laws that may differ from those of Louisiana, by accessing our website, you agree that the statutes and laws of Louisiana, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this Terms of Service / Agreement shall be brought in the federal or state courts located in United States, state of Louisiana, Caddo Parish. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## **Changes to These Terms**

We reserve the right, at our complete discretion, to change these Terms of Use at any time by posting revised terms on the site. It is your responsibility to check periodically for any changes we may make to these Terms of Use. Your continued use of this site following the posting of changes to these terms or other policies means you accept the changes.

## **Links to Other Sites**

We may provide links to other web sites. Our practice is not able to inspect the materials contained on the web sites of the linked entities to confirm that the information on such web sites is correct and/or accurate in every case. We provide these links for purely informational purposes only. We disclaim any responsibility for the accuracy, content, or availability of information found on those sites.

## **Guarantee**

Unless otherwise expressed, we disclaim all warranties and conditions, whether expressed or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness, and products.

## **Contact Information**

If you have any questions or comments about these our Terms of Service as outlined above, you can contact us at (318) 221-2225.