

## Website Terms & Conditions

Welcome to [www.drshiller.com](http://www.drshiller.com), [www.whatheals.com](http://www.whatheals.com), and [www.whathealspain.com](http://www.whathealspain.com), online information forums provided by Integrative Rehabilitation Medicine, PLLC (IRM), subject to your agreement with all of these terms and conditions. IRM may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting the modified terms and conditions on one of these sites. You agree to review the agreement periodically to be aware of such modifications, and your accessing or using the service constitutes your acceptance of the agreement as it appears at the time of your access or use.

All information contained on this website is intended for informational and educational purposes only, and is not intended nor suited to be a replacement or substitute for professional medical treatment or medical advice relative to a specific medical condition or situation. If you need personalized medical advice, please contact our office for an appointment, or see your personal physician.

### Medical Emergencies:

For people communicating with the office via email or this website, electronic communication is not appropriate for all health issues, particularly those of an urgent nature. IRM makes no guarantee of any particular response time to any inquiry you may make via the website. Accordingly, if you are experiencing a medical emergency, you should seek emergency medical assistance, and not rely on this website for assistance.

### Security:

This security of any data you submit via this site is very important to us. This site uses encryption technology, and we constantly review our security practices to help ensure that your data is maintained securely. No system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Also, when you transmit information via the internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us. Accordingly, IRM makes no guarantee as to confidentiality or security.

Your log-in information should be kept confidential. Failure to do so may also compromise the confidentiality of your information.

Payments are processed via [www.paypal.com](http://www.paypal.com). We are not responsible for inaccurate information or any errors in the processing of payments. Please refer to their terms of service for more information.

### No Warranties:

**YOU UNDERSTAND AND AGREE THAT THIS WEBSITE, CONTENT OR INFORMATION CONTAINED ON OR PROVIDED BY IRM IS PROVIDED ON AN "AS IS"**

BASIS. IRM DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.) WITH REGARD TO THE SERVICE OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THIS SITE. IN ADDITION, IRM DOES NOT GUARANTEE THAT USE OF THIS WEBSITE WILL BE FREE FROM TECHNOLOGICAL DIFFICULTIES INCLUDING, BUT NOT LIMITED TO, UNAVAILABILITY OF INFORMATION, DOWNTIME, SERVICE DISRUPTIONS, VIRUSES OR WORMS AND YOU UNDERSTAND THAT YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT.

#### Limitation of Liability:

THE USE OF THIS SITE IS ENTIRELY AT YOUR OWN RISK, AND IN NO EVENT SHALL IRM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION PROVIDED HEREIN. THE INFORMATION AND ADVICE PROVIDED THROUGH THIS SITE OR THROUGH PRODUCTS OFFERED THROUGH THIS SITE HAVE NO GUARANTEE OF OUTCOME. ANY REFERRAL OR MENTION OF PRODUCTS OR INFORMATION ON OTHER WEBSITES DO NOT CONSTITUTE ENDORSEMENT OF THOSE PRODUCTS OR INFORMATION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

#### User Agreements:

You agree that you will not:

1. Upload or transmit any communications or content of any type that may infringe or violate any rights of any party;
2. Use this website for any purpose in violation of local, state, national or international laws;
3. Use this site as a means to distribute advertising or other unsolicited material to any third party;
4. Use this website to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity;
5. Attempt to disable, "hack" or otherwise interfere with the proper functioning of this website.

#### Discontinuance of Services

The sites at [www.drshiller.com](http://www.drshiller.com), [www.whatheals.com](http://www.whatheals.com), and [www.whathealspain.com](http://www.whathealspain.com) are being provided by IRM as a courtesy to you, and IRM reserves the right to modify, discontinue, temporarily or permanently, this site, or any part thereof, at any time, with or without notice. In addition, your access to the site may be discontinued at any time if you violate the terms of this agreement or if we determine, for any other reason, that it is no longer appropriate for you to have access to the site.

#### Copyright and Trademark Information:

THE MARKS, “WHATHEALS”, AND “INTEGRATIVE REHABILITATION MEDICINE”, ARE TRADEMARKS AND/OR SERVICE MARKS OF INTEGRATIVE REHABILITATION MEDICINE, PLLC. THE CONTENT AND DESIGN OF THESE SITES ARE PROTECTED BY U.S. AND INTERNATIONAL COPYRIGHT LAWS. YOU MAY NOT COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, DISPLAY, TRANSMIT, OR FRAME ANY OF THESE MATERIALS WITHOUT PRIOR WRITTEN CONSENT FROM THE COPYRIGHT OWNERS, EXCEPT THAT YOU MAY VIEW, DOWNLOAD, DISPLAY AND PRINT A SINGLE COPY OF THESE MATERIALS ON A SINGLE COMPUTER FOR PERSONAL, NONCOMMERCIAL USE ONLY, SO LONG AS: (1) YOU DO NOT ALTER OR MODIFY THE MATERIALS IN ANY WAY; (2) YOU INCLUDE ALL APPLICABLE NOTICES AND DISCLAIMERS (INCLUDING COPYRIGHT NOTICES); AND (3) YOU DO NOT USE THE MATERIALS IN A WAY THAT SUGGESTS AN ASSOCIATION WITH IRM OR AN AFFILIATED IRM ENTITY. YOU UNDERSTAND AND AGREE THAT TITLE TO THESE MATERIALS SHALL NOT PASS TO YOU OR ANY OTHER USER.

If you believe any materials accessible on or from this web site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting us at [office@drshiller.com](mailto:office@drshiller.com) and providing the following information:

1. Identification of the copyrighted work you believe to be infringed. Please describe the work, and where possible include a copy or the location of an authorized version of the work;
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material;
3. Your contact information;
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law;
5. A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

#### Dispute Resolution:

The laws of the state of New York State govern this agreement, without giving effect to its conflicts of law principles. Both parties consent to the personal jurisdiction of the state and federal courts in Rockland County, New York. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees and costs.

#### Web Privacy Policy:

We respect the right to privacy of all visitors to the <http://www.drshiller.com>, [www.whatheals.com](http://www.whatheals.com), and [www.whathealspain.com](http://www.whathealspain.com) website. We do not collect information that would personally identify you unless you choose to provide it. For example, if you choose to join the community at [www.drshiller.com](http://www.drshiller.com), [www.whatheals.com](http://www.whatheals.com), or [www.whathealspain.com](http://www.whathealspain.com), the privacy policy and terms of use of that site apply. The personal information that you submit, such as on the appointment request form, is shared only with those people in the IRM organization who need this information to respond to your question or request. Information submitted through IRM online forms may be collected to ensure technical functionality. It will also be utilized to address any inappropriate use of our website. We do not save personal information to use for other purposes, nor do we provide it to any other organizations. We have taken reasonable steps to ensure the integrity and confidentiality of personally identifiable information that you may provide. You should understand, however, that electronic transmissions via the Internet are not necessarily secure from interception, and so we cannot absolutely guarantee the security or confidentiality of such transmissions.

Except for authorized law enforcement investigations or other valid legal processes, we will not share any personally identifiable information we receive from you with any parties outside the office of IRM.

Service related to payments made for products or services are provided by [www.paypal.com](http://www.paypal.com). We do not ask for any of your payment information, and we do not have access to any of your payment information, as it is kept exclusively with the provider. Please refer to their Privacy Policy for more information on how your payment information is collected and stored.

#### Surveys:

We occasionally survey visitors to our site. The information from these surveys is used in aggregate form to help us understand the needs of our visitors so that we can improve our site. We generally do not ask for information in surveys that would personally identify you; if we do request contact information for follow-up, you may decline to provide it. If survey respondents provide personal information (such as an email address) in a survey, it is shared only with those people who need to see it to respond to the question or request.

#### IP Addresses:

The Web server automatically collects the IP (which stands for Internet Protocol) address of the computers that access our site. An IP address is a number that is assigned to your computer when you access the Internet. It is not truly personally identifiable information because many different

individuals can access the Internet via the same computer. We use this information in aggregate form to understand how our site or advertisements from IRM are being used and how we can better serve visitors.

**Cookies:**

We collect information about visitors to our site using "cookies." (See definition on Webopedia.) We use persistent cookies to recognize a repeat visitor and offer the visitor a set of services or information requested in a previous visit. We use session cookies to track a visitor's path through our site during a visit, to help us understand how people use our site.

If you reached this site via an ad from IRM.

If you come to a IRM website via a IRM advertisement, the ad may have been served to you based on your interests or selected for you based on your browsing activities. If you want to opt out of being served IRM advertisements based on your browsing activity, you may opt out of cookies for multiple ad servers by visiting [http://info.evidon.com/more\\_info/1936](http://info.evidon.com/more_info/1936) and <http://www.goodwaygroup.com/privacy>.

To help us determine the effectiveness of IRM advertising, we work with Web analytics tools hosted by third parties who receive non-identifiable information from your browser, including the site or the advertisement you came from, your IP address, your general geographic location, your browser and platform information and the pages you view within our site.

THESE LEGAL NOTICES ARE SUBJECT TO CHANGE WITHOUT NOTICE