Terms & Conditions

PSYCMart, LLC

Website Terms & Conditions of Use

Effective Date: January 1, 2023

Terms Of Use

We are happy to welcome you to our website. This is offered by PSYCMart, LLC (d/b/a Dr. Gregg), herein named "Dr. Gregg," to you, the User, conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein. Your use of this website constitutes your acceptance and agreement to all such terms, conditions and notices. If you do not agree to the terms and conditions of use, you may not access or otherwise use this website. The content contained in this website is protected by applicable copyright and/or trademark law.

Use License

Dr. Gregg's website is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from this website, except as follows:

You may download and make copies of the content and other downloadable items displayed on this site for personal, non-commercial use only, provided that you maintain all copyrights and other notices contained in such content. Copying or storing of any content for other than personal, non-commercial use is expressly prohibited without the prior written permission from Dr. Gregg.

Disclaimers

- Copyrights & Trademarks PSYCMart, LLC, a Florida limited liability company (d/b/a Dr. Gregg), owns all rights to its website. "PSYCMart" and "Dr.Gregg" are registered trademarks and may not be used, published, distributed, imitated, duplicated, represented, or copied without permission.
- "As-Is" Basis The materials on our website are provided on an 'as-is' basis. We make no warranties, expressed or implied, and hereby disclaims and negates all

other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, we do not warrant or make any representations concerning the accuracy, results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

- Errors The information, services, and other material published on our website may include inaccuracies or typographical errors. Changes are periodically made to the information and services contained herein. We reserve the right to change the website at any time, at our discretion.
- Access While we make every reasonable effort to ensure that the website and Services are available at all times, we do not guarantee, represent or warrant that your access to the website and Services will be uninterrupted or error-free.

Medical Disclaimer

The information provided on this website is not intended to constitute medical or psychological advice, diagnosis or treatment. Always speak to a qualified healthcare provider prior to starting any new treatment and ask any questions you may have regarding a medical or psychological condition. Dr. Gregg does not publish health advice or make diagnoses on this website or any related sites, including the subdomain of www.PSYCMart.com. Dr. Gregg assumes no liability for any third-party diagnosis, treatment, decision, judgment, or action made using information published on this website or any site linked to or from this website in any way. Dr. Gregg does not assume any medical risk or responsibility for your use of this website or any related sites.

Limitations

In no event shall Dr. Gregg or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Dr. Gregg's website, even if Dr. Gregg or a PSYCMart, LLC authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

As a condition of your use of this website, you warrant and represent to Dr. Gregg that you will not use this website for any purpose that is unlawful, violates any third party's

rights, or is prohibited by these terms, conditions and notices: (a) You shall not upload, post or transmit to or distribute or otherwise publish through the website any materials which (i) restrict or inhibit any other user from using and enjoying the website, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) that you are at least eighteen (18) years old or are viewing materials under the supervision of a parent/guardian.

Accuracy Of Materials

The materials appearing on Dr. Gregg's website and mobile app may include technical, typographical, or photographic errors. Dr. Gregg does not warrant that any of the materials on its website are accurate, complete or current. Dr. Gregg may make changes to the materials contained on its website at any time without notice. Dr. Gregg strives to publish the most current information however we do not guarantee that information will always be updated or accurate.

External Links

Dr. Gregg has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Dr. Gregg of the site. Use of any such linked website is at the User's own risk.

Modifications

Dr. Gregg may change, suspend or discontinue any aspect of our website at any time without notice, including the availability of any feature, database, image, or content. Dr. Gregg may also impose limits on certain features and services or restrict your access to parts or all of the website or mobile app without notice or liability.

Dr. Gregg may also revise the Terms of Use for its website at any time without notice. By using this website you agree to be bound by the then-current version of the Terms of Use.

Governing Law

These terms of use are governed by and construed in accordance with the laws of the City of Miami, State of Florida, and you irrevocably submit to the exclusive jurisdiction of the courts in that state and location. These terms are subject to existing laws and legal process. Nothing in this Agreement shall derogate Dr. Gregg's right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by Dr. Gregg with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Monitoring, Security & Privacy

Dr. Gregg may monitor your use of this website, and subject to our Privacy Policy, we may use and share any information and materials received from you or collected through your use of this website for any lawful reason or purpose.

Certain features or services offered on or through the site may require you to create an account (including setting up a password to access your member account). You are entirely responsible for maintaining the confidentiality of the information necessary to access your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Dr. Gregg immediately regarding any unauthorized use of your account or password, or other breach of security.

Indemnification

You hereby agree to indemnify, defend and hold Dr. Gregg, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim

arising out of any breach by you of this Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. Dr. Gregg reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Dr. Gregg.

Social Media Policy

The purpose of Dr. Gregg's social media sites is to share up-to-date information with our clients, customers, associates, and the public ("Visitors"). All information, including comments, photographs, statements and opinions ("Content") by Visitors on Dr. Gregg's social media sites does not reflect the opinions, policies, and ideas of Dr. Gregg or its employees, officers, and directors. Dr. Gregg accepts no responsibility for the Content by Visitors, and Dr. Gregg does not endorse this Content.

Visitors should not post, upload or attach Content:

- which contains personal health information, financial and/or other private information of any person or entity;
- which is threatening, defamatory, pornographic, intimidating, abusive, obscene, discriminatory, indecent, misleading, and or harassing;
- which infringes and/or violates the copyright or intellectual property rights of a third party or person;
- which is spam or advertises or offers to sell personal goods, products and/or services;
- which is unlawful, illegal, and/or does not comply with the law; and/or,
- which contains viruses, worms or corrupted files.

Dr. Gregg regularly monitors Visitor postings on its social media sites. Dr. Gregg reserves the right, in its sole discretion, to remove at any time any Content posted by Visitors for any reason including if Dr. Gregg deems such Content inappropriate.

The information provided by Dr. Gregg on its social media sites is not intended to be used for medical or psychological advice, diagnosis or treatment. Always seek the advice of a qualified healthcare provider with any questions regarding personal health or medical conditions. Do not rely on anything you have read on one of our social media pages in deciding to seek or obtain medical or psychological advice, even if the person who posted the information claims to be a health care professional or otherwise.

Dr. Gregg appreciates Visitor feedback. By posting Content and files on Dr. Gregg's social media sites, Visitors understand that they are providing information voluntarily, with no expectation of compensation. Dr. Gregg may use, modify, reproduce, and/or distribute this content for its own business purposes without payment and in accordance with applicable law.

Privacy Policy

By using this website, you acknowledge that you have read, understand, and agree to the terms of our <u>Privacy Policy</u>.

© 2023 PSYCMart, LLC