

Dr. Jason Pirozzolo

Terms of Service

Effective Date: February 24, 2025

Last Updated: February 24, 2026

These Terms of Service ("Terms") govern your access to and use of the website located at drjasonpirozzolo.com, including any subdomains, mobile versions, and any features, content, forms, scheduling tools, chat/messaging tools, patient intake tools, portals linked from the site, and related online services (collectively, the "Site"). The Site is owned and operated by Key West Concierge Orthopedics, LLC and its affiliates and/or associated professional entities and personnel (collectively, "Operator," "we," "us," "our").

BY ACCESSING, BROWSING, OR USING THE SITE, OR BY SUBMITTING ANY FORM OR INFORMATION THROUGH THE SITE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SITE.

1. EMERGENCY WARNING; NO EMERGENCY SERVICES

THE SITE IS NOT FOR MEDICAL EMERGENCIES OR URGENT CONDITIONS. IF YOU BELIEVE YOU MAY HAVE A MEDICAL EMERGENCY OR IF YOUR CONDITION IS URGENT, DIAL 9-1-1 IMMEDIATELY OR GO TO THE NEAREST EMERGENCY DEPARTMENT. DO NOT USE THE SITE TO SEEK EMERGENCY CARE OR FOR TIME-SENSITIVE DECISIONS.

2. NO MEDICAL ADVICE; INFORMATIONAL PURPOSES ONLY

2.1 Informational Only. The Site may provide general health and medical information. ALL CONTENT IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY.

2.2 Not a Substitute for Professional Care. Content on the Site is NOT medical advice and is NOT a substitute for diagnosis, treatment, or individualized clinical judgment by a qualified clinician who has reviewed your specific condition.

2.3 No Reliance. YOU AGREE NOT TO RELY ON THE SITE FOR MEDICAL DECISIONS. Always seek the advice of a qualified health care professional for any questions regarding a medical condition or treatment.

2.4 No Accuracy or Currency Warranty. Medical knowledge changes. Content may be incomplete, inaccurate, out of date, or inapplicable. Operator makes no representation or warranty regarding completeness, accuracy, timeliness, usefulness, or applicability.

3. NO DOCTOR-PATIENT RELATIONSHIP; NO CONFIDENTIALITY BY DEFAULT

3.1 No Relationship Created. USE OF THE SITE DOES NOT CREATE A PHYSICIAN-PATIENT RELATIONSHIP, PROVIDER-PATIENT RELATIONSHIP, OR ANY OTHER PROFESSIONAL, FIDUCIARY, OR CONFIDENTIAL RELATIONSHIP WITH OPERATOR OR ANY CLINICIAN.

3.2 Relationship Only by Formal Clinical Engagement. Any clinical relationship exists only if and when you complete required intake/consents, are accepted for clinical services, and

receive care under separate clinical documentation and policies.

3.3 No Confidential Channel Unless Explicitly Designated. Except where explicitly designated as a secure patient portal or secure messaging platform under separate terms, communications through the Site (including email links, general contact forms, chat widgets, or SMS) may not be secure and may not be appropriate for protected health information. HIPAA protections may apply only in specific contexts defined by law and applicable notices. (HHS.gov)

4. PRIVACY; OTHER POLICIES

Operator may post or reference a Privacy Policy, Notice of Privacy Practices, patient portal terms, telehealth terms, or other policies ("Additional Policies"). Additional Policies, if posted and applicable, are incorporated by reference. If there is a conflict, the Additional Policy governs only for the specific service to which it applies.

5. ELIGIBILITY; MINORS

5.1 Age. The Site is intended for users 18 or older. If you are under 18, you may use the Site only with involvement and consent of a parent or legal guardian.

5.2 Children Under 13. The Site is not directed to children under 13, and Operator does not knowingly collect personal information from children under 13. (Federal Trade Commission)

6. USER OBLIGATIONS; PROHIBITED CONDUCT

You agree you will not:

- (a) use the Site for unlawful, harmful, misleading, abusive, defamatory, obscene, or fraudulent purposes;
- (b) interfere with the Site, servers, or networks; attempt unauthorized access; probe, scan, or test vulnerabilities; or introduce malware;
- (c) scrape, harvest, or collect information from the Site by automated means without written permission;
- (d) submit false, misleading, or impersonated information, including fake reviews or testimonials;
- (e) upload or transmit content that infringes intellectual property, privacy, or other rights;
- (f) use the Site in any manner that could create risk of harm to any person.

Operator may restrict, suspend, or terminate access at any time for any reason, with or without notice.

7. APPOINTMENTS, FORMS, MESSAGING, AND COMMUNICATIONS

7.1 Convenience Tools Only. Any scheduling, appointment request, intake, payment, or messaging feature is provided for convenience and administrative purposes only and may be delayed, unavailable, or inaccurate. Operator may cancel, reschedule, or decline requests.

7.2 No Guaranteed Response Time. Operator does not guarantee that messages will be received, reviewed, or responded to within any specific time frame. Do not use the Site to communicate urgent information.

7.3 Electronic Communications Consent. By using the Site and providing contact

information, you consent to receive communications from Operator electronically (email, phone, SMS, portal message, or Site notice), subject to applicable law. Message/data rates may apply. Communications may be routed through third-party service providers.

8. THIRD-PARTY CONTENT, LINKS, AND SERVICES

The Site may contain links to third-party websites or integrate third-party services (analytics, maps, scheduling, payment processors, video hosting, social media). Operator does not control and is not responsible for third-party content, practices, availability, accuracy, security, or performance. Your use of third-party services is at your own risk and subject to third-party terms.

9. INTELLECTUAL PROPERTY; LIMITED LICENSE

All Site content and functionality are owned by Operator or licensors and are protected by law. You receive a limited, revocable, non-exclusive, non-transferable license to access and use the Site for personal, non-commercial use consistent with these Terms. No other rights are granted.

10 USER SUBMISSIONS

- . If you submit any content (messages, reviews, comments, files, images, or other materials) ("Submissions"), you represent that you have all necessary rights and that Submissions are accurate and lawful. To the maximum extent permitted by law, you grant Operator a perpetual, worldwide, irrevocable, royalty-free, fully paid-up, transferable, sublicensable license to use, reproduce, store, process, adapt, publish, translate, create derivative works from, distribute, display, and perform such Submissions for any lawful purpose related to operating, improving, securing, and marketing the Site and services, subject to applicable law and posted privacy terms.

11 DISCLAIMERS

- . 11.1 AS IS; AS AVAILABLE. THE SITE AND ALL CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

11.2 DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPERATOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, AVAILABILITY, AND THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

11.3 SECURITY DISCLAIMER. NO SYSTEM IS COMPLETELY SECURE. OPERATOR DISCLAIMS LIABILITY FOR UNAUTHORIZED ACCESS, INTERRUPTION, LOSS, OR ALTERATION OF DATA TRANSMITTED THROUGH THE INTERNET OR THIRD-PARTY NETWORKS.

11.4 TESTIMONIALS AND RESULTS. Testimonials reflect individual experiences and do not guarantee outcomes. Any descriptions of results are not promises of benefits.

12 LIMITATION OF LIABILITY; RELEASE; ASSUMPTION OF RISK

- . 12.1 Medical and Content-Related Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPERATOR SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY ARISING FROM OR RELATING TO (A) ANY CONTENT ON THE SITE, (B) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE SITE, (C) DELAYS OR FAILURES IN COMMUNICATION, OR (D) YOUR USE OF THE SITE IN LIEU OF SEEKING PROFESSIONAL CARE.

12.2 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OPERATOR OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, CLINICIANS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, PERSONAL INJURY, OR ANY OTHER DAMAGES ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

12.3 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPERATOR'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) USD \$100 OR (B) THE AMOUNT YOU PAID TO OPERATOR THROUGH THE SITE (IF ANY) IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.4 Release. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE OPERATOR AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE.

12.5 Assumption of Risk. You assume all risks associated with use of the Site, including risks of interruption, errors, inaccuracies, and unauthorized access.

13 INDEMNIFICATION

- . You agree to defend, indemnify, and hold harmless Operator and its affiliates, owners, officers, directors, employees, contractors, agents, clinicians, licensors, and service providers from and against any claims, demands, actions, proceedings, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses (including attorneys' fees and expert fees) arising out of or relating to: (a) your use or misuse of the Site; (b) your violation of these Terms; (c) your Submissions; or (d) your violation of any law or third-party right.

14 DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVER; JURY TRIAL WAIVER

14.1 Informal Notice. Before initiating arbitration or litigation, you must send a written notice describing the dispute and the relief sought to: [Insert legal notice address and email]. The parties will attempt good-faith resolution for at least 30 days.

14.2 Binding Individual Arbitration. EXCEPT AS PROHIBITED BY LAW OR AS PROVIDED IN SECTION 14.5, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS. The arbitration shall be administered by the American Arbitration Association ("AAA") under its applicable consumer rules in effect at the time the claim is filed, unless AAA declines, in which case a comparable arbitral forum will be selected by Operator. (American Arbitration Association)

14.3 Location and Procedure. Arbitration will occur in Monroe County, Florida, or remotely, at Operator's election, unless the arbitrator requires otherwise. The arbitrator may award any relief permitted by law on an individual basis only.

14.4 Class Action Waiver. YOU AND OPERATOR AGREE THAT EACH MAY BRING CLAIMS

AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED PROCEEDING.

14.5 Small Claims and Injunctive Relief. Either party may bring an individual action in small claims court if it qualifies and remains individual. Operator may seek injunctive or equitable relief in court to protect intellectual property, confidentiality, security, or access controls without waiving arbitration for other claims.

14.6 Jury Trial Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND OPERATOR WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS.

14.7 Time Limit. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE CLAIM OR IT IS PERMANENTLY BARRED.

15 GOVERNING LAW; VENUE

- . These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles. Subject to Section 14, exclusive venue for any court proceeding shall be in state or federal courts located in Florida, in a venue selected by Operator, and you consent to personal jurisdiction there.

16 CHANGES TO THE SITE AND TERMS

- . Operator may modify, suspend, or discontinue the Site at any time without liability. Operator may update these Terms by posting revised Terms on the Site. Continued use after posting constitutes acceptance of the revised Terms.

17 SEVERABILITY; WAIVER; ASSIGNMENT; ENTIRE AGREEMENT

- . If any provision is held unenforceable, it will be enforced to the maximum extent permitted, and the remaining provisions remain in effect. Failure to enforce any provision is not a waiver. Operator may assign these Terms without restriction; you may not assign without written consent. These Terms and any incorporated policies are the entire agreement regarding Site use.

18 CONTACT

- . keywestortho.com/contact-us/

More information from Dr. Jason Pirozzolo, check out below:

<https://jasonpirozzolo.com/>

<https://keywestortho.com/>