

# SHINING STARS THERAPY, PA

## NOTICE OF TERMS AND CONDITIONS

*Effective January 9, 2025*

### 1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the Shining Stars Therapy, PA website (the "Website"), forms (the "Forms"), and any services provided by Shining Stars Therapy, PA (collectively, the "Services"). By accessing or using the Website or Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website, Forms, or Services.

### 2. General Use of the Website, Forms, and Services

You may use the Website, Forms, and Services for lawful purposes only which do not violate any applicable law or regulation. Our Website is an independent, stand-alone entity that has no relationship, connection, or affiliation whatsoever with any other company, person, organization, or group. Data contained on or made available through our website is not intended to be, and does not constitute, medical or health advice.

Our website, and your use of it, does not create a physician-patient relationship. We do not warrant or guarantee the accuracy, adequacy, or recency of the data contained in or linked to our website. Your use of our Shining Stars Therapy, PA website or materials linked to our website is completely at your own risk. You should not act or depend on any data on our website, where applicable, without seeking the counsel of a competent physician licensed to practice in your jurisdiction for your particular medical issues.

You are prohibited from:

- Using the Website, Forms, or Services in any way that violates any applicable federal, state, local, or international law or regulation, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA).
- Using the Website, Forms, or Services to transmit any viruses, worms, defects, Trojan horses, or other items of a destructive nature.
- Using the Website, Forms, or Services to harass, annoy, intimidate, abuse, or impersonate any other person or entity.
- Use the Website as part of any effort to compete with us or otherwise use the Website and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Interfering with the security or proper functioning of the Website, Forms, or Services.
- Attempting to gain unauthorized access to any portion of the Website, Forms, or Services, user information, computer systems, or networks connected to the Website, Forms, or Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Using the Website to solicit or collect personal health information (PHI) from patients unless specifically authorized and in compliance with applicable laws and regulations.
- Modify, reproduce, republish, or copy the materials
- Use the materials for any commercial purposes, or for any public display (commercial or non-commercial);
- Attempt to decompile or reverse engineer any software contained on the "Shining Stars Therapy, PA" website.
- Transfer the materials to another person or "mirror" the materials on any other website or server.

- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website.

### **3. Intellectual Property**

The Website, Forms, and Services, including all text, images, logos, trademarks, and other content, are protected by copyright, trademark, and other intellectual property laws. You may not use any of the Website's or Services' content without our prior written consent.

### **4. Disclaimers**

THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE, AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY.

We do not warrant that the website or services will be uninterrupted, error-free, or secure. We make no warranties or representations about the accuracy or completeness of the Website's content or the content of any websites linked to the Website and we will assume no liability or responsibility for any errors, mistakes, or inaccuracies of content and materials, personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website, any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, any interruption or cessation of transmission to or from the Website, any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Website.

Further, Shining Stars Therapy, PA does not warrant or make any representations concerning the accuracy, likely 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.

### **5. Limitation of Liability**

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **6. Indemnification**

You agree to indemnify and hold us harmless from any and all claims, liabilities, damages, and expenses (including attorneys' fees) arising out of or relating to your use of the Website or Services, your violation of these Terms, or your infringement of any third-party rights.

## **7. Site Management**

We reserve the right, but not the obligation, to:

- Monitor the Website for violations of these Terms and Conditions;
- Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any portion thereof;
- In our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- Otherwise manage the Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website.

## **8. Privacy Policy**

We care about data privacy and security. Please review our [Privacy Policy](#). By using the Website, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. Please be advised the Website is hosted in the United States.

## **9. Copyright Infringements**

We respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

## **10. Data Privacy and Security**

Data collected by Shining Stars Therapy, PA is used solely for the purposes of improving our services for you, communicating with you, and for other legitimate business purposes. We implement reasonable and HIPAA compliant security measures to protect information from unauthorized access, use, or disclosure. However, no method of transmission over the internet or electronic storage is 100% secure. In the event of a data breach that may have included your personal information, including your personal health information, we will notify you as soon as reasonably practical after discovery of the breach. We retain your personal information for as long as necessary to fulfill the purposes for which it was collected, or as required by law. You have the right to access, correct, or delete your information, so long as the correction or deletion does not violate any laws or regulations.

## **11. Electronic Communications, Transactions, And Signatures**

Visiting the Website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing.

In completing our online Forms, you will have an opportunity to provide a phone number and opt-in to receive contact from us by telephone and text messaging. By providing your phone number, unless you tell us otherwise, you consent to receive SMS/RCS text messages from Shining Stars Therapy, PA for appointment reminders, marketing messages, and general two-way communication. Text message frequency may vary between 1-25 messages per week and message and data rates may apply. Your information will be handled in accordance with our Privacy Practices outlined in this document. Reply to any message with HELP for support and STOP to opt out. We are not responsible for any charges, errors, or delays in SMS/RCS caused by your carrier or third-party service providers. By opting in, you confirm that you are the owner or authorized user of the phone number provided and that you are at least 18 years old. Your contact information will never be shared with third parties for marketing purposes.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **12. Links**

You may provide links to our Website, provided you do not change, remove, or obscure the Privacy Policy or Terms and Conditions link or other notices on our Website. Your website or other source of links must not engage in illegal or pornographic activities. You may link to our Website provided you understand that you must stop linking to our Website immediately upon request from Shining Stars Therapy, PA.

Shining Stars Therapy, PA 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 of Shining Stars Therapy, PA of the site. Use of any such linked website is at the user's own risk. The use of such links is solely to provide resources which may be useful to our users.

## **13. Website Modifications and Interruptions**

Shining Stars Therapy, PA does not warrant that any of the materials on its website are accurate, complete, or current. Shining Stars Therapy, PA may make updates or revisions to the materials contained on its website at any time without notice. Shining Stars Therapy, PA does not make any commitment to update or revise the materials. We may make changes to the features, functionality or content of our website at any time. We reserve the right in our sole discretion to edit or delete any data appearing on our website. However we have no obligation to update or correct any information on our Website.

WE DO NOT WARRANT THAT OUR WEBSITE WILL OPERATE ERROR-FREE OR THAT OUR WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL

GOODS OR CONDITIONS. IF YOUR USE OF OUR WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, OUR WEBSITE IS NOT RESPONSIBLE FOR THOSE COSTS.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Website or to supply any corrections, updates, or releases in connection therewith.

#### **14. Site Terms of Use Modifications**

Shining Stars Therapy, PA may revise these terms of use for its website at any time without notice. By using this website you are agreeing to be bound by the current version of these Terms and Conditions.

#### **15. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law provisions.

#### **16. Severability**

Should any part of these Terms of Service and Conditions be held invalid or unenforceable, that portion shall be construed as much as possible consistent with applicable law and severability shall apply to the remaining portions, so that they remain in full force and effect.

#### **17. Contact**

If you have any questions about these Terms and Conditions, please contact us at [info@sstkids.com](mailto:info@sstkids.com) or write to us at:

Shining Stars Therapy, PA  
304 Judd Place Drive  
Fuquay-Varina, NC 27526

#### **18. Entire Agreement**

These Terms constitute the entire agreement between you and us with respect to your use of the Website, Forms, and Services and supersede all prior or contemporaneous communications, representations, and understandings, whether oral or written.