

Terms of Use

Last Updated: May 27, 2026

These Terms of Use (“Terms”) are entered into by and between you (“you,” “your,” or “user”) and Palmetto Pediatrics & Manasota Pediatrics (“Palmetto Pediatrics,” “we,” “our,” or “us”), a pediatric medical practice located in Florida. These Terms govern your access to and use of this website and any other webpage or digital service operated by Palmetto Pediatrics & Manasota Pediatrics that links to these Terms (collectively, the “Site”).

BY ACCESSING, VISITING, BROWSING, OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MUST NOT USE THE SITE.

Palmetto Pediatrics & Manasota Pediatrics reserves the right, in its sole discretion, to update or modify these Terms at any time. Any changes will be effective upon posting. Your continued use of the Site following such changes constitutes your acceptance of the revised Terms.

1. United States Website

This Site is intended for use by individuals located in the United States and provides information regarding Palmetto Pediatrics & Manasota Pediatrics’ services, providers, and locations within Florida.

References to services or programs on the Site do not imply that such services are available in all locations or jurisdictions.

2. Authorized Users

This Site is intended for use by **parents, legal guardians, and other authorized adults age 18 or older.**

By using the Site, you represent and warrant that:

- You are at least 18 years of age; and
- You are acting on your own behalf or on behalf of a minor child or dependent for whom you are authorized to make decisions.

The Site is not directed to children under 13, and Palmetto Pediatrics & Manasota Pediatrics does not knowingly permit use of the Site by minors acting independently.

3. No Medical Advice or Provider–Patient Relationship

The Site is provided for general informational purposes only.

The content on the Site:

- Does not constitute medical advice;
- Is not intended to diagnose or treat any condition; and
- Does not establish a physician–patient relationship between you and Palmetto Pediatrics & Manasota Pediatrics.

You should always seek the advice of a qualified healthcare provider with any questions regarding a medical condition.

Do not use the Site for medical emergencies. If you believe you are experiencing a medical emergency, call 911 immediately.

4. Appointments, Communications, and Website Limitations

The Site may provide access to general inquiry forms, appointment requests, or links to third-party scheduling platforms.

By using these features, you acknowledge and agree that:

- Submission of a request does not guarantee appointment availability or confirmation;
- The Site is not intended for urgent or time-sensitive medical communications;
- Communications submitted through the Site may not be monitored continuously; and
- Certain services, including scheduling and patient communications, may be provided through third-party platforms that operate independently of the Site.

Use of any third-party platform is subject to that platform’s own terms, conditions, and privacy practices.

5. Provision of Information

To access certain features of the Site, you may be asked to provide information such as your name, email address, telephone number, or other general details.

You agree that:

- All information you provide is accurate, current, and complete; and
- You will not misrepresent your identity or submit information on behalf of another person without authorization.

Palmetto Pediatrics & Manasota Pediatrics reserves the right to deny or restrict access to the Site or its features if it believes that information provided is inaccurate, incomplete, or used inappropriately.

Information submitted through the Site is handled in accordance with our Privacy Policy.

6. Restrictions on Use

You may use the Site only for lawful purposes and in accordance with these Terms.

You agree not to:

- Use the Site in any manner that violates applicable laws or regulations;
- Engage in unauthorized access to any portion of the Site, servers, or systems;
- Interfere with or disrupt the operation or security of the Site;
- Use automated means, including bots, crawlers, or scraping tools, to access or collect information from the Site without prior authorization;
- Copy, reproduce, distribute, modify, or create derivative works from Site content without permission; or
- Misrepresent any affiliation with Palmetto Pediatrics & Manasota Pediatrics.

7. Intellectual Property

All content on the Site, including but not limited to text, images, graphics, logos, design elements, and other materials (collectively, the “Content”), is owned by or licensed to Palmetto Pediatrics & Manasota Pediatrics and is protected by applicable intellectual property laws.

Your access to the Site does not grant you ownership of or rights to the Content. Except as expressly permitted, you may not use, reproduce, or distribute the Content without prior written consent.

8. Third-Party Links and Services

The Site may contain links to third-party websites, services, or tools for your convenience.

Palmetto Pediatrics & Manasota Pediatrics does not control and is not responsible for:

- The content or availability of third-party websites;
- The privacy or data practices of third parties; or
- Any interactions you have with third-party services.

Access to such third-party websites or services is at your own risk.

9. Accuracy of Information

While Palmetto Pediatrics & Manasota Pediatrics makes reasonable efforts to provide accurate and up-to-date information, the Site may contain errors, omissions, or outdated information.

Palmetto Pediatrics & Manasota Pediatrics:

- Makes no representation or warranty regarding the completeness or accuracy of the Site; and
- Assumes no obligation to update or correct any information on the Site.

10. Disclaimer of Warranties

THE SITE AND ALL CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

TO THE FULLEST EXTENT PERMITTED BY LAW, PALMETTO PEDIATRICS & MANASOTA PEDIATRICS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- NON-INFRINGEMENT; AND
- AVAILABILITY OR ERROR-FREE OPERATION OF THE SITE.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, PALMETTO PEDIATRICS & MANASOTA PEDIATRICS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING FROM OR RELATED TO YOUR USE OF THE SITE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO DISCONTINUE USE OF THE SITE. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. Indemnification

You agree to indemnify, defend, and hold harmless Palmetto Pediatrics & Manasota Pediatrics and its physicians, providers, employees, contractors, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Site;
- Your violation of these Terms; or
- Your misuse of any Content or information obtained from the Site.

13. Security

You are prohibited from attempting to compromise the security of the Site or any related systems.

Palmetto Pediatrics & Manasota Pediatrics reserves the right to investigate suspected violations of these Terms and may cooperate with law enforcement authorities in prosecuting users who engage in unlawful activity.

While we take reasonable measures to protect the Site, we do not guarantee that the Site will be free from security breaches, viruses, or other harmful components.

14. Text Messaging Terms (If Applicable)

If you provide your mobile number and consent to receive text messages from Palmetto Pediatrics & Manasota Pediatrics, you agree to receive communications related to appointments, operational updates, or general practice communications.

- Message frequency may vary
- Message and data rates may apply
- You may opt out at any time by replying “STOP”
- For assistance, reply “HELP” or contact your local office

15. Termination or Restriction of Access

Palmetto Pediatrics & Manasota Pediatrics reserves the right, in its sole discretion, to suspend, restrict, or terminate your access to the Site at any time, without notice, for any reason, including violation of these Terms.

16. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

Any legal action or proceeding arising out of or relating to these Terms or the Site shall be brought exclusively in a state or federal court located within Florida.

17. Miscellaneous

These Terms constitute the entire agreement between you and Palmetto Pediatrics & Manasota Pediatrics regarding use of the Site.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Failure by Palmetto Pediatrics & Manasota Pediatrics to enforce any provision of these Terms shall not be deemed a waiver of such provision or any other rights.

