

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

By using this site, you signify your agreement to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this site!

Renata Khelemsky, MD, PLLC ("Renata") may revise and update these Terms and Conditions at any time. Your continued usage of the Renata website ("www.renatafacemd.com," or the "Site,") will mean you accept those changes without any notice.

You understand that the use of the Site does not, under any circumstances, establish a doctor-patient relationship between you and Renata and any information on the Site is not intended for medical advice, diagnosis or treatment of any kind.

The Site Does Not Provide Medical Advice

The contents of the Site, such as text, graphics, images, and other material contained on the Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health providers with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. Renata does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Renata makes no warranties or guarantees related to any information posted or listed on its Site or within the Content of the Site in anyway.

Use of Content

The Content is protected by copyright under both United States and foreign laws. Title to the Content remains with Renata or its licensors. Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice in the editorial discretion of Renata. All rights not expressly granted herein are reserved to Renata and its licensors. If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

Liability of Renata Khelemsky, MD, PLLC and Its Licensors

The use of the Site and the Content is at your own risk.

When using the Site, information will be transmitted over a medium that may be beyond the control and Jurisdiction of Renata and its suppliers. Accordingly, Renata assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site.

The Site and the Content are provided on an "AS IS" basis. **RENATA KHELEMSKY, MD, PLLC, ITS LICENSORS AND ITS SUPPLIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCALIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.**

Without limiting the foregoing, Renata, its licensors, and its suppliers make no representations or warranties about the following:

1. The accuracy, reliability, completeness, correctness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Site.
2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the Site.

In no event shall Renata, its licensors, its suppliers, or any third parties mentioned on the Site be liable for any damages (including, without limitation, incidental and consequential damages, punitive, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Renata, its licensors, its suppliers, or any third parties mentioned on the Site are advised of the possibility of such damages. Renata, its licensors, its suppliers, or any third parties mentioned on the Site shall be liable only to the extent of actual damages incurred by you, not to exceed U.S. \$100. Renata, its licensors, its suppliers, or any third parties mentioned on the Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas (as defined below). Any claims arising in connection with your use of the Site, any Content, or the Public Areas must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

Advertisements, Searches, and Links to Other Sites

Renata may provide links to third-party web sites. Renata also may select certain sites as priority responses to search terms you enter and Renata may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Renata does not recommend and does not endorse the content of any third-party websites. Renata is not responsible for the content of linked third-party sites, sites framed within the Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Renata does not endorse any product, service, or treatment advertised on the Site.

Indemnity

You agree to defend, indemnify, and hold Renata, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands,

liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

General

Renata Khelemsky, MD, PLLC is based in New York, New York, in the United States of America with principal offices in New York, New York. Renata makes no claims that Renata Khelemsky, MD, PLLC or any Site within the Renata Network and the Content are appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the Renata Network from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, User Submissions - image, video, audio files, Indemnity, Jurisdiction, and Complete Agreement.

Notice and Takedown Procedures; and Copyright Agent

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this website by contacting Renata Khelemsky, MD, PLLC copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) 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 name, address, telephone number and (if available) e-mail address.
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.

Renata Khelemsky, MD, PLLC agent for copyright issues relating to this website is as follows:

Renata Khelemsky, MD, PLLC
Attn: Copyright Issue
Renata Khelemsky, MD
58 Prospect Street, Brooklyn, NY 11201
Telephone: 646-558-3757

In an effort to protect the rights of copyright owners, Renata Khelemsky, MD, PLLC maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

Complete Agreement

Except as expressly provided in a particular "legal notice" on the Site, these Terms and Conditions and the [Renata Khelemsky, MD, PLLC Privacy Policy](#) constitute the entire agreement between you and Renata Khelemsky, MD, PLLC with respect to the use of the Site and Content.

Last Updated: March 2023