

# **Website Privacy Policy & Terms of Use**

Review the information on this page to learn about the privacy policy and terms of use for Northern Psychiatric Associates websites.

## **Web Privacy Statement**

Northern Psychiatric Associates is committed to protecting the privacy of those who visit our website. This Privacy Statement explains how we handle information obtained from visitors to our website.

Your use of this site indicates that you understand and agree to be bound by this Privacy Statement. Northern Psychiatric Associates reserves the right to modify the Privacy Statement, in whole or in part at any time. Changes will be effective upon posting to this website. Your continued use of Northern Psychiatric Associates's website following any change to this Privacy Statement indicates that you agree to be bound by that change.

## **Electronic Communication**

Electronic communication (email) is by its nature not considered secure. By utilizing email as a form of communication with us you are agreeing to these limits and will hold NPA harmless from any breach of HIPPA policy that may result.

## **Collection & Use of Information**

Northern Psychiatric Associates is the sole owner of the information collected on its website. Northern Psychiatric Associates does not commercially sell any customer lists or email addresses.

We do not collect personally identifiable information via the website unless a website user voluntarily supplies it as part of a request for service or information. In those cases, the personally identifiable information will only be used to perform the requested service or to provide the requested information, except that on rare occasion, Northern Psychiatric Associates may contact registered users of the website by email to inquire about potential interest in new web services.

We may also collect non-personally identifiable demographic data on our web users to improve the site and enhance services. These demographic trends will not be traceable to any individual web user's personal information.

Northern Psychiatric Associates may disclose personal information if permitted or required to do so by law, or when doing so is based on a good-faith belief that such action is necessary to comply with a court order or legal process served on Northern Psychiatric Associates.

### **Internet Cookies**

Cookies are small files that are placed on a website user's computer hard drive and which are used to distinguish each website visitor. We do not use cookies to keep track of personally identifiable information about website users, nor do we use cookies to retrieve information from your computer which was not originally sent in a cookie. While the use of cookies is a standard practice among websites, a user can, depending upon the capabilities of his or her computer, reject the use of cookie and still use our website. Except as described in this Privacy Statement, we do not use information transferred through cookies for any promotional or marketing purposes, nor is that information shared with any third parties except when those third parties are performing services for Northern Psychiatric Associates.

### **Links to Third Party Web Sites**

The Northern Psychiatric Associates website may contain links to other websites. This Privacy Statement only applies to our website. Northern Psychiatric Associates is not responsible for the privacy policies or practices of these websites. We encourage our users to be aware when they leave our site and to read the privacy statements of each website that collects personally identifiable information.

### **Security Policy**

We exercise care in providing secure transmission of your information from your PC to our website. Personal information collected by the Northern Psychiatric Associates website is stored in secure operating environments that are not available to the public. Only those employees

who need access to your information in order to do their jobs are allowed access, each having signed a confidentiality agreement.

## **Managing Your Information**

Northern Psychiatric Associates enables you to correct or update personally identifiable information that you have previously provided to us at any time. To do so, contact us indicating the information that you wish to correct or update.

## **Opt-Out Procedures**

You may opt-out of receiving email or other communications at any time. To remove your personally identifiable information (including your email address) from our database, email [info@npamn.com](mailto:info@npamn.com).

## **Questions**

We are continually trying to improve our site. We want you and your family to be confident in using this website as a resource. We encourage you to contact us at [info@npamn.com](mailto:info@npamn.com) with any questions or suggestions for improving our site so that we can better serve you in the future.

## **Terms of Use**

Your use of this website and related services is conditioned upon your agreement with the Terms of Use outlined below. Your continued use of this site indicates that you agree to be bound by these Terms of Use.

As used throughout these Terms of Use, "site" and "website" include any and all websites with the Northern Psychiatric Associates family. The words "us," "our," and "we" refer to Northern Psychiatric Associates and its affiliated entities.

## **Changes**

Northern Psychiatric Associates reserves the right to modify these Terms of Use or the content of the website at any time. Any modification to the Terms of Use is effective upon posting.

## **No Medical Advice**

Neither Northern Psychiatric Associates's website, nor any of its content, is intended to be a substitute for professional medical advice and should not be used for purposes of medical diagnosis or treatment. Neither your use of this website, nor any electronic communication you send to Northern Psychiatric Associates or any of its healthcare providers or employees via the website establishes a physician-patient relationship and will not be considered privileged communication.

You should consult your healthcare provider to discuss any questions or concerns you have about your health. **If you believe that you are experiencing a medical emergency, dial 9-1-1.**

### **Website Use**

You agree that you will not:

- Use the website to communicate any information that infringes on the rights of any party;
- Use the website for any purpose which violates any applicable law or rule;
- Use the site as a means to distribute advertising or to otherwise solicit any third party;
- Use this website for any purpose or in any manner which is unlawful, obscene, defamatory, libelous, slanderous, threatening, harassing, or embarrassing;
- Attempt to disable, "hack" or otherwise interfere with the proper functioning of this website.

### **Security**

Northern Psychiatric Associates reserves the right to monitor all traffic to this website. Northern Psychiatric Associates reserves the right to suspend your access to the website if it determines, in its sole discretion, that you have violated the Terms of Use or for any other reason.

### **Intellectual Property Rights**

The website, including its contents, is subject to the protection of the copyright, trademark and other intellectual property laws of the United States. Northern Psychiatric Associates authorizes you to print or download a single copy of the content of the website for your personal, non-commercial use or as otherwise permitted by applicable law. Any other use of Northern Psychiatric Associates's website content without the express, written permission of Northern Psychiatric Associates is strictly prohibited.

### **Links to Other Sites**

The website contains links to other non-Northern Psychiatric Associates websites. These links are provided for your convenience only. Northern Psychiatric Associates makes no representations regarding the content or security of any non-Northern Psychiatric Associates website and bears no responsibility for it. The inclusion of a link does not mean that Northern Psychiatric Associates endorses the linked website or its content or that Northern Psychiatric Associates is, in any way, affiliated with the website or its creator or owner.

### **Disclaimer and Limitation of Liability**

THE INFORMATION AND MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NORTHERN PSYCHIATRIC ASSOCIATES DISCLAIMS ALL WARRANTIES EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NORTHERN PSYCHIATRIC ASSOCIATES DOES NOT WARRANT THAT THE USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NORTHERN PSYCHIATRIC ASSOCIATES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE USE OF THE WEBSITE IS AT YOUR OWN RISK. IN NO EVENT SHALL NORTHERN PSYCHIATRIC ASSOCIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, PUNITIVE OR ANY OTHER MONETARY DAMAGES, FEES, FINES, PENALTIES OR OTHER LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, ITS CONTENT, OR ANY NON-NORTHERN PSYCHIATRIC ASSOCIATES WEBSITES LINKED THROUGH THIS WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING IT.

### **Privacy and Protection of Personal Information**

Subject to the Northern Psychiatric Associates Privacy Statement, any material, information or other communication you transmit or post to this site will be considered non-confidential and non-proprietary. Northern Psychiatric Associates will have no obligations with respect to such communications. Northern Psychiatric Associates and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes. All statements, suggestions, materials and ideas submitted or communicated to Northern Psychiatric Associates by you become the property of Northern Psychiatric Associates upon submission and you agree that all intellectual property rights therein belong to Northern Psychiatric Associates. You should not include patient-identifying or other private information in any transmission to this website, as Northern Psychiatric Associates cannot guarantee its confidentiality.

### **Applicable Law and Jurisdiction**

These Terms of Use and your compliance with them shall be governed in accordance with the laws of the State of Minnesota, exclusive of its choice of law provisions. You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in Brainerd, Crow Wing County, Minnesota for any dispute with Northern Psychiatric Associates, or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers related to the website, including these Terms of Use.

**Severability and Waiver**

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.