

# Terms of Service

These Terms of Service govern your use of the website located at **www.bhips.com** and any related services provided by Beverly Hills Institute of Plastic Surgery.

By accessing **www.bhips.com**, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by Beverly Hills Institute of Plastic Surgery.

We, **Beverly Hills Institute of Plastic Surgery**, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on February 20, 2024.

## Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;

2. remove any copyright or other proprietary notations from any materials and software on this website;
3. transfer the materials to another person or “mirror” the materials on any other server;
4. knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service Beverly Hills Institute of Plastic Surgery;
5. use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
6. use this website or its associated services in violation of any applicable laws or regulations;
7. use this website in conjunction with sending unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user’s consent; or
9. use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

## Intellectual Property

The intellectual property in the materials contained in this website are owned by or licensed to Beverly Hills Institute of Plastic Surgery and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by Beverly Hills Institute of Plastic Surgery at any time.

## Liability

Our website and the materials on our website are provided on an 'as is' basis. To the extent permitted by law, Beverly Hills Institute of Plastic Surgery makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Beverly Hills Institute of Plastic Surgery or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if Beverly Hills Institute of Plastic Surgery or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## Accuracy of Materials

The materials appearing on our website are not comprehensive and are for general information purposes only. Beverly Hills Institute of Plastic Surgery does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

## Links

Beverly Hills Institute of Plastic Surgery 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, approval, or control by Beverly Hills Institute of Plastic Surgery of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

## Right to Terminate

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

## Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

## Governing Law

These Terms of Service are governed by and construed in accordance with the laws of California. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

## Privacy Policy

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**A. We Have A Legal Duty to Protect Health Information About You**

We are required by law to protect the privacy of health information about you and that can be identified with you, which we call “protected health information”, or “PHI” for short. We must give you notice of our legal duties and privacy practices concerning PHI:

We must protect PHI that we have created or received about: your past, present, or future health condition; health care we provide to you; or payment for your health care.

We must notify you about how we protect PHI about you.

We must explain how, when, and why we use and/or disclose PHI about you.

We may only use and/or disclose PHI as we have described in this Notice.

This Notice describes the types of uses and disclosures that we may make and gives you some examples. In addition, we may make other uses and disclosures which occur as a byproduct of the permitted uses and disclosures described in this Notice.

If we participate in an “organized health care arrangement” (defined in subsection B.3 below), the providers participating in the “organized health care arrangement” will share PHI with each other, as necessary to carry out treatment, payment or health care operations (defined below) relating to the “organized health care arrangement”. We are required to follow the procedures in this Notice. We reserve the right to change the terms of this Notice and to make new notice provisions effective for all PHI that we maintain by first:

- Posting the revised notice in our offices;

- Making copies of the revised notice available upon request (either at our offices or through the contact person listed in this Notice); and

- Posting the revised notice on our website.

## **B. We May Use and Disclosure PHI About You Without Your Authorization in The Following Circumstances**

1. We may use and disclose PHI about you to provide health care treatment to you.

We may use and disclose PHI about you to provide, coordinate or manage your health care and related services. This may include communications with other health care providers regarding your treatment and coordinating and managing your health care with others. For example, we may use and disclose PHI about you when you need a prescription, lab work, an x-ray, or other health care services. In addition, we may use and disclose PHI about you when referring you to another health care provider.

**EXAMPLE:** Your doctor may share medical information about you with other health care providers. For example, if you are referred to another doctor, that doctor will need to know if you are allergic to any medications. Similarly, your doctor may share PHI about you with a pharmacy when calling in a prescription.

2. We may use and disclose PHI about you to obtain payment for services. Generally, we may use and give your medical information to others to bill and collect payment for the treatment and services provided to you by us or by another provider. Before you receive scheduled services, we may share information about these services with your health plan(s). Sharing information allows us to ask for coverage under your plan or policy and for approval of payment before we provide the services. We may also share portions of medical information about you with the following:



Billing departments;

Collection departments or agencies, or attorneys assisting us with collections

Insurance companies, health plans and their agents which provide you coverage

Hospital departments that review the care you received to check that it and the costs associated with it were appropriate for your illness or injury; and

Consumer reporting agencies (e.g., credit bureaus).

**EXAMPLE:** Let's say you come in for treatment. We may need to give your health plan(s) information about your condition, supplies used, and services you received. The information is given to our billing department and your health plan so we can be paid or you can be reimbursed.

3. We may use and disclose PHI about you for health care operations. We may use and disclose PHI in performing business activities, which we call "health care operations". These "health care operations" allow us to improve the quality of care we provide and reduce health care costs. We may also disclose PHI for the "health care operations" of any "organized health care arrangement" in which we participate. An example of "organized health care arrangement" is the care provided by a hospital and the physicians who see patients at the hospital. In addition, we may disclose PHI about you for the "health care operations" of other providers involved in your care to improve the quality, efficiency, and costs of their care or to evaluate and improve the performance of their providers.

Examples of the way we use or disclose PHI about you for “health care operations” include the following:

Reviewing and improving quality, efficiency, and cost of care that we provide to you and our other patients. For example, we may use PHI about you to develop ways to assist our health care providers and staff in deciding what medical treatment should be provided to others. Assisting various people who review our activities. For example, PHI may be seen by doctors reviewing the services provided to you, and by accountants, lawyers, and others who assist us in complying with applicable laws.

Planning for our organization’s future operations.

Conducting business management and general administrative activities related to our organization and the services it provides.

Resolving grievances within our organization.

Complying with this Notice and with applicable laws.

4. We may use and disclose PHI under other circumstances without your authorization or an opportunity to agree or object.

We may use and/or disclose PHI about you for a number of circumstances in which you do not have to consent, give authorization, or otherwise have an opportunity to agree or object. Those circumstances include:

When the use and/or disclosure is required by law. For example, when a disclosure is required by federal, state or local law, or other judicial or administrative proceeding.

When the use and/or disclosure is necessary for public health activities. For example, we may disclose PHI about you if you have

been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition.

When the disclosure relates to victims of abuse, neglect or domestic violence.

When the use and/or disclosure is for health oversight activities. For example, we may disclose about you to a state or federal health oversight agency which is authorized by law to oversee our operations.

When the disclosure is for judicial and administrative proceedings. For example, we may disclose PHI about you in response to an order of a court or administrative tribunal.

When the disclosure is for law enforcement purposes. For example, we may disclose PHI about you in order to comply with the laws that require the reporting of certain types of wounds or other physical injuries.

When the use and/or disclosure relates to decedents. For example, we may disclose PHI about you to a coroner or medical examiner for the purposes of identifying you should you die.

When the use and/or disclosure relates to organ, eye or tissue donation purposes.

When the use and/or disclosure relates to medical research. Under certain circumstances, we may disclose PHI about you for medical research.

When the use and/or disclosure is to avert a serious threat to health or safety. For example, we may disclose PHI about you to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

When the use and/or disclosure relates to specialized government functions. For example, we may disclose PHI about you if it relates to military and veterans' activities, national security and intelligence activities, protective services for the President, and medically suitability or determinations of the Department of State.

When the use and/or disclosure relates to correctional institutions and in other law enforcement custodial situations. For example, in certain circumstances, we may disclose PHI about you to a correctional institution having lawful custody of you.

5. You can object to certain uses and disclosures. Unless you object, we may use or disclose PHI about you in the following circumstances:

We may share with a family member, relative, friend or other person identified by you. PHI directly related to that person's involvement in your care or payment for your care. We may share with a family member, personal representative or other person responsible for your care PHI necessary to notify such individuals of your location, general condition or death.

We may share with a public or private agency (for example, American Red Cross) PHI about you for disaster relief purposes. Even if you object, we may still share the PHI about you. if necessary, for the emergency circumstances.

If you would like to object to our use and disclosure of PHI about you in the above circumstances, please call or write to our contact person listed on the cover page of this Notice.

6. We may contact you to provide appointment reminders.

We may use and/or disclose PHI to contact you to provide a reminder to you about an appointment you have for treatment or medical care.

7. We may contact you with information about treatment, services, products or health care providers.

We may use and/or disclose PHI about you to manage or coordinate your healthcare. This may include telling you about treatments, services, products and/or other healthcare providers. We may also use and/or disclose PHI to give you gifts of a small value.

**EXAMPLE:** If you are diagnosed with a certain condition, we may tell you about nutritional and other counseling services that may be of interest to you.

**\*\*ANY OTHER USE OR DISCLOSURE OF PHI ABOUT YOU REQUIRES YOUR WRITTEN AUTHORIZATION\*\***

Under any circumstances other than those listed above, we will ask for your written authorization before we use or disclose PHI about you. If you sign a written authorization allowing us to disclose PHI about you in a specific situation, you can later cancel your authorization in writing by contacting the practice's Privacy Officer. If you cancel your authorization in writing, we will not disclose PHI about you after we receive your cancellation, except for disclosures which were being processed before we received your cancellation.

### **C. You Have Several Rights Regarding PHI About You**

1. You have the right to request restrictions on uses and disclosures of PHI about you.

You have the right to request that we restrict the use and disclosure of PHI about you. We are not required to agree to your requested restrictions.

However, even if we agree to your request, in certain situations your restrictions may not be followed. These situations include emergency treatment, disclosures to the Secretary of the Department of Health and Human Services, and uses and disclosures described in subsection B.4 of the previous section of this Notice. You may request a restriction by completing the form, "Request for Limitation on Disclosure" which is available at the front desk. The practice's Privacy Officer will evaluate your request.

2. You have the right to request different ways to communicate with you.

You have the right to request how and where we contact you about PHI.

For example, you may request that we contact you at your work address or phone number or by e-mail. Your request must be in writing. We must accommodate reasonable requests, but, when appropriate, may condition that accommodation on your providing us with information regarding how payment, if any, will be handled and your specification of an alternative address or other method of contact. You may request alternative communications by completing the form "Request to Receive Communications by Alternative Means," which is available at the front desk. The practice's Privacy Officer will evaluate your request.

3. You have the right to see and copy PHI about you.

You have the right to request to see and receive a copy of PHI contained in clinical, billing and other records used to make decisions about you. Your

request must be in writing. We may charge you related fees. Instead of providing you with a full copy of the PHI, we may give you a summary or explanation of the PHI about you, if you agree in advance to the form and cost of the summary or explanation. There are certain situations in which we are not required to comply with your request. Under these circumstances, we will respond to you in writing stating why we will not grant your request and describing any rights you may have to request a review of our denial. You may request to see and receive a copy of PHI by completing the form "Request for Access to Patient's Health Information," which is available at the front desk.

4. You have the right to request amendment of PHI about you.

You have the right to request that we make amendments to clinical, billing and other records used to make decisions about you. Your request must be in writing and must explain your reason(s) for the amendment. We may deny your request if: 1) the information was not created by us (unless you prove the creator of the information is no longer available to amend the record); 2) the information is not part of the records used to make decisions about you; 3) we believe the information is correct and complete; 4) you would not have the right to see and copy the record as described in paragraph 3 above. We will tell you in writing the reasons for the denial and describe your rights to give us a written statement disagreeing with the denial. If we accept your request to amend the information, we will make reasonable efforts to inform others of the amendment, including persons you name who have received PHI about you and who need the amendment. You may request an amendment of PHI about you by contacting the practice's Privacy Officer in writing.

5. You have the right to a listing of disclosures we have made.

If you ask our contact person in writing, you have the right to receive a written list of certain of our disclosures of PHI about you. You may ask for disclosures made up to six (6) years before your request (not including disclosures made prior to April 14, 2003). We are required to provide a list of all disclosures except the following

For your treatment

For billing and collection of payment for your treatment

For health care operations

Made to or requested by you, or that you authorized

Occurring as a byproduct of permitted uses and disclosures

Made to individuals involved in your care, for directory or notification purposes, or for other purposes described in the subsection B.5 above

Allowed by law when the use and/or disclosure relates to certain specialized government functions or relates to correctional institutions and in other law enforcement custodial situations (please see subsection B.4 above) and

As part of a limited set of information which does not contain certain information which would identify you.

The list will include the date of the disclosure, the name (and address, if available) of the person or organization receiving the information, a brief description of the information disclosed, and the purpose of the disclosure. If, under permitted circumstances, PHI about you has been disclosed for certain types of research projects, the list may include different types of



information. If you request a list of disclosures more than once in 12 months, we can charge you a reasonable fee. You may request a listing of disclosures by completing the form “Request for Accounting of Disclosures” which is available at the front desk.

6. You have the right to a copy of this Notice.

You have the right to request a paper copy of this Notice at any time by contacting a staff member. We will provide a copy of this Notice no later than the date you first receive services from us (except for emergency services, and then we will provide the Notice to you as soon as possible).

#### **D. You May File A Complaint About Our Privacy Practices**

If you think we have violated your privacy rights, or you want to complain to us about our privacy practices, you can contact the practice’s Privacy Officer listed above.

You may also send a written complaint to the United States Secretary of the Department of Health and Human Services.

If you file a complaint, we will not take any action against you or change our treatment of you in any way.

#### **E. Effective Date Of This Notice**

This Notice of Privacy Practices is effective **April 14, 2003**.

### **MESSAGING TERMS & CONDITIONS**

Beverly Hills Institute of Plastic Surgery | 8654 Wilshire Blvd. Beverly Hills |  
**Updated 20/02/2024**

## General

When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from Beverly Hills Institute of Plastic Surgery. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate.

Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with Beverly Hills Institute of Plastic Surgery. Beverly Hills Institute of Plastic Surgery reserves the right to alter the frequency of messages sent to increase or decrease the total number of sent messages. Beverly Hills Institute of Plastic Surgery also reserves the right to change the short code or phone number where messages are sent.

Message and data rates may apply. You should contact your wireless provider if you have any questions about your text plan or data plan. Your wireless provider is not liable for delayed or undelivered messages.

Your consent to receive marketing messages is not a condition of purchase.

## Limitation Of Liability

In no event shall Beverly Hills Institute of Plastic Surgery, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## Carriers

Carriers are not liable for delayed or undelivered messages.

## Cancellation

You can cancel at any time by texting "STOP". After you send the SMS message "STOP," we will send you a message to confirm that you have been unsubscribed, and no more messages will be sent. If you want to receive messages from Beverly Hills Institute of Plastic Surgery, sign up as you did the first time, and Beverly Hills Institute of Plastic Surgery will start sending messages to you again.

## Indemnity

To the maximum extent allowed by applicable law, you agree to indemnify, defend and hold harmless Beverly Hills Institute of Plastic Surgery, its directors, officers, employees, servants, agents, representatives, independent contractors and affiliates from and against any and all claims, damages, liabilities, actions, causes of action, costs, expenses, including reasonable attorneys' fees, judgments or penalties of any kind or nature arising from or in relation to these Messaging Terms or your receipt of text messages from Beverly Hills Institute of Plastic Surgery or its service providers.

#### Info

Text "HELP" at any time, and we will respond with instructions on how to unsubscribe. For support regarding our services, please email us at [dawn@bhips.com](mailto:dawn@bhips.com).

#### Transfer of Number

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply "STOP" from the original number or notify us of your old number at [dawn@bhips.com](mailto:dawn@bhips.com). The duty to inform us based on the above events is a condition of using this service to receive messages.

#### Messaging Terms Changes

We reserve the right to change or terminate our messaging program anytime. We also reserve the right to update these Messaging Terms at any time. Such changes will be effective immediately upon posting. Your continued enrollment following such changes shall constitute your acceptance of such changes.

## Dispute Resolution

**General.** Any dispute or claim arising out of or in any way related to these Messaging Terms or your receipt of text messages from Beverly Hills Institute of Plastic Surgery or its service providers whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a dispute or claim arises will be resolved by binding arbitration. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND Beverly Hills Institute of Plastic Surgery ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS SHALL BE SUBJECT TO AND GOVERNED BY ARBITRATION.

**Exceptions.** Notwithstanding subsection (a) above, nothing in these Messaging Terms will be deemed to waive, preclude, or otherwise limit the right of you or Beverly Hills Institute of Plastic Surgery to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim.

**Arbitrator.** Any arbitration between you and Beverly Hills Institute of Plastic Surgery will be governed by the JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

**No Class Actions.** YOU AND Beverly Hills Institute of Plastic Surgery 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 OR REPRESENTATIVE PROCEEDING. Further, unless both you and Beverly Hills Institute of Plastic Surgery agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. You agree that, by agreeing to these Messaging Terms, you and Beverly Hills Institute of Plastic Surgery are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

No Class Actions. YOU AND Beverly Hills Institute of Plastic Surgery 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 OR REPRESENTATIVE PROCEEDING. Further, unless both you and Beverly Hills Institute of Plastic Surgery agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Modifications to this Arbitration Provision.** Notwithstanding anything to the contrary in these Messaging Terms, if Beverly Hills Institute of Plastic Surgery makes any future change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Beverly Hills Institute of Plastic Surgery contact information provided in

the “Contact Us” section below, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Beverly Hills Institute of Plastic Surgery.

Enforceability. If any provision of these Messaging Terms is found to be unenforceable, the applicable provision shall be deemed stricken and the remainder of these Messaging Terms shall remain in full force and effect.

#### Entire Agreement/Severability

These Messaging Terms, together with any amendments and any additional agreements you may enter into with us in connection herewith, will constitute the entire agreement between you and Beverly Hills Institute of Plastic Surgery concerning the Messaging Program.

#### Privacy

If you have any questions about your data or our privacy practices, please visit our [Privacy Policy](#) below.