

BRAIN AND SPINE CENTER, PLC

Terms & Conditions of Use

Effective August 13, 2026 · Last updated August 13, 2026

These Terms govern your use of www.brainandspineaz.com (the "Site"), operated by **Brain and Spine Center, PLC**, doing business as Brain & Spine Center ("we," "us," or "our"). By using the Site, you agree to them. If you do not agree, please do not use the Site.

MEDICAL EMERGENCIES

If you are having a medical emergency, call **911** or go to the nearest emergency room. Do not use this website, the contact form, or the Patient Portal to report an emergency. **If you have stroke symptoms — face drooping, arm weakness, or speech difficulty — call 911 immediately.**

SECTION 01

The Site is educational, not medical advice

The Site describes neurological conditions, diagnostic tests, and treatments for general educational purposes. It is not medical advice, diagnosis, or treatment, and it is not a substitute for evaluation by a qualified clinician who knows your history.

Never disregard professional medical advice or delay seeking it because of something you read here. Never start, stop, or change a medication or treatment based on this Site.

Clinical information changes. We do not guarantee that every page is current, complete, or applicable to your situation.

SECTION 02

No provider-patient relationship

Using the Site, reading its content, or submitting a form does not create a physician-patient, provider-patient, or any other professional relationship. That relationship begins only when you are formally accepted as a patient and evaluated by one of our clinicians.

SECTION 03

Communications through the Site

- The contact form and standard email are **not secure or encrypted**. Do not send symptoms, test results, medication lists, or other health information through them.
- Use the **Patient Portal** for anything clinical.
- We do not monitor website messages continuously and cannot promise a response time. Do not use them for urgent needs, refill requests, or time-sensitive matters.
- Submitting a scheduling request does not confirm an appointment. An appointment exists only after our office confirms it.

SECTION 04

Third-party sites and services

The Site links to platforms operated by others, including **InstaMed** for bill payment, the **eClinicalWorks** Patient Portal, Google Maps, and our social media pages.

The Clinical Trials page links to **trialsphereaz.com**. That is a separate domain operated by a separate legal entity. It is not owned or controlled by Brain and Spine Center, PLC. When you follow that link you leave this Site, and the other entity's own terms and privacy policy govern what happens there, including any information you submit and any study you inquire about or enroll in.

We do not control any of these platforms and are not responsible for their content, availability, security, terms, or privacy practices. Your use of them is governed by their agreements with you. A link is not an endorsement.

SECTION 05

Clinical trials information

Pages describing research studies are informational only, and some studies are conducted by a separate research entity rather than by Brain and Spine Center, PLC. They are not an offer to enroll, a promise of eligibility, or a claim that any investigational product is safe or effective. Enrollment requires a separate screening process and written informed consent under an approved protocol. Investigational products are not FDA-approved for the use being studied.

SECTION 06

Internships and scribe positions

Descriptions of the EEG monitoring internship, the ASU Pre-Health Internship Program, and scribe roles are informational. Posting them is not an offer of employment, academic credit, or a guaranteed position. Terms, compensation status, schedules, and requirements are set in a separate written agreement and may change without notice.

SECTION 07

Patient testimonials

Reviews and testimonials on the Site reflect the experience of individual patients and are shared with permission. They are not a prediction or guarantee of results. Outcomes differ from person to person based on diagnosis, severity, other conditions, and response to treatment.

SECTION 08

Insurance and billing content

The list of contracted insurances is provided as a convenience and may not be current. Network participation, benefits, and coverage change frequently. Confirm coverage directly with your insurance carrier and with our office before your visit. You are responsible for charges your plan does not cover.

SECTION 09

Intellectual property

Text, graphics, logos, photographs, video, patient education material, and page design on the Site are owned by us or our licensors and are protected by copyright, trademark, and other laws. "Brain & Spine Center," "BSC Memory Clinic," and our logo are our marks.

You may view, download, and print pages for your own personal, non-commercial reference. You may not reproduce, republish, distribute, modify, sell, frame, or create derivative works from Site content without our written permission, and you may not remove any copyright or ownership notice.

SECTION 10

Acceptable use

You agree not to:

- Use the Site for any unlawful purpose or in violation of these Terms.

- Attempt to gain unauthorized access to the Site, the Patient Portal, our systems, or another person's account.
- Introduce malware, or scrape, crawl, or harvest data by automated means.
- Interfere with the operation of the Site or overload our infrastructure.
- Submit false information, impersonate anyone, or post unlawful, harassing, defamatory, or infringing content.
- Use the Site to send unsolicited commercial messages.

We may restrict or terminate access for any reason, including suspected violation of these Terms.

SECTION 11

Accessibility

We work to make the Site accessible to people with disabilities. If you encounter a barrier, call 480-917-3706 and we will provide the information in an alternative format.

SECTION 12

Disclaimer of warranties

THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ITS CONTENT IS ACCURATE, COMPLETE, OR CURRENT.

SECTION 13

Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER BRAIN AND SPINE CENTER, PLC NOR ITS OWNERS, CLINICIANS, EMPLOYEES, CONTRACTORS, OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY ARISING FROM YOUR USE OF THE SITE SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY FOR PROFESSIONAL MEDICAL SERVICES ACTUALLY RENDERED TO A PATIENT, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

SECTION 14

Indemnification

You agree to indemnify and hold harmless Brain and Spine Center, PLC and its owners, clinicians, employees, contractors, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of your use of the Site, your violation of these Terms, or your violation of the rights of another.

SECTION 15

Governing law and venue

These Terms are governed by the laws of the State of Arizona, without regard to its conflict-of-laws rules. Any dispute arising out of or relating to the Site or these Terms shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona, and you consent to their jurisdiction.

These Terms do not contain an arbitration clause or a class-action waiver. Disputes are resolved in court as set out above.

SECTION 16

Changes to these Terms

We may revise these Terms at any time. The revised version takes effect when posted and the "Last updated" date will change. Continuing to use the Site after that means you accept the revised Terms.

SECTION 17

General

- **Severability** — if any provision is held unenforceable, the rest remains in effect.
 - **No waiver** — our failure to enforce a provision is not a waiver of it.
 - **Entire agreement** — these Terms and the Privacy Policy are the complete agreement about your use of the Site, and do not replace any separate agreement covering treatment, research participation, or employment.
 - **Survival** — Sections 09 through 15 survive any termination of your access.
-

SECTION 18

How to reach us

Brain and Spine Center, PLC

Email: djawad@brainandspineaz.com

Phone: 480-917-3706 · **Fax:** 480-353-2066

Chandler: 4045 W Chandler Blvd, Chandler, AZ 85226

Casa Grande: 1760 E Florence Blvd #250, Casa Grande, AZ 85122