

Website Terms of Service

Effective Date: 03/31/2025

Last Updated: 08/09/2025

1. Introduction

Welcome to Care By Alex Holistic Health & Wellness (legally Care By Alex PLLC) (“Care By Alex,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of our website, <https://carebyalex.com>, telehealth services, and all related services, content, and features (collectively, the “Services”).

By using our website or receiving care from Care By Alex, you acknowledge that you have read, understood, and agree to be bound by these Terms, our **Privacy Policy**, and our **Notice of Privacy Practices (NPP)**. If you do not agree, do not use our Services.

2. Scope of Services

We offer holistic, integrative, and functional medicine services including, but not limited to:

- Acute & Primary Care (telehealth-appropriate)
- Preventative Wellness
- Metabolic Health & Weight Management
- Functional Medicine, Hormone Replacement & Thyroid Optimization
- Nutrition Counseling
- Men’s & Women’s Health
- Lab Testing, Peptide Therapy, IV Therapy, and Supplement Guidance

Services may include both conventional and complementary approaches. Certain services may fall outside traditional medical practice and may be considered “alternative” or “integrative” care.

State Licensure Requirement: Telehealth services are available only to patients physically located in **Texas, Florida, New York, Hawaii, Oregon, Washington, California, Colorado, Nevada, and Vermont** at the time of their appointment, as required by state law.

3. Telehealth & Virtual Care Limitations

- We cannot perform full physical examinations via telehealth.
 - You may be referred for in-person evaluation when clinically necessary.
 - Telehealth is not a substitute for emergency medical care—call **911** in emergencies.
 - Technical disruptions may occur during virtual visits.
 - By using telehealth, you confirm you are located in a state where our provider is licensed.
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4. Integrative & Alternative Medicine Disclosure

Your care plan may include:

- Nutritional & lifestyle counseling
- Nutraceuticals & supplements
- Herbal or homeopathic remedies
- Hormone replacement, optimization & off-label medications
- IV & peptide therapies
- Compounded medications

You acknowledge that:

- Some therapies may be experimental, off-label, or not FDA-approved.
 - Effectiveness may not be supported by large-scale clinical trials.
 - You have the right to accept or decline any recommended treatment.
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5. Consent to Treatment

By receiving services, you consent to:

- Health assessments, wellness consultations, lab orders, and interpretation
- Development of treatment plans and education
- Use of functional and integrative approaches, including off-label therapies

You may refuse or discontinue treatment at any time.

6. Financial Policy

- Care By Alex operates on a **self-pay** basis and does not bill insurance.
- Payment is due in full at the time of booking or service.
- Superbills may be provided upon request, but reimbursement is not guaranteed.
- Late cancellation (<24 hours) fee: **\$75**
- No-show fee: **full appointment cost**

7. Communication Policy

- Secure communication via patient portal or encrypted email is preferred.
- Non-secure methods (text/email) may be used only if you sign the relevant consent form.
- Clinical questions may require scheduling a follow-up visit.

8. Privacy & Confidentiality

- Your Protected Health Information (PHI) will be safeguarded in accordance with **HIPAA**.
- Our **Notice of Privacy Practices** explains how we use and disclose PHI.
- By using our Services, you also agree to our **Website Privacy Policy**, which governs non-PHI data collection.

9. Limitations of Care

Our services are **not a replacement** for comprehensive in-person primary care. We recommend that all patients maintain a relationship with a local primary care provider for physical exams, vaccinations, and urgent care needs.

10. Disclaimers & Waiver of Liability

- All care is provided “as is” without warranties of specific results.
 - You agree to release and hold harmless Care By Alex, its owners, providers, contractors, and staff from any claims arising from your participation in our services.
 - Certain therapies involve inherent risks, which will be explained prior to initiation.
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11. State-Specific Disclosures

- **California, Oregon, Washington:** You may have additional rights under state consumer protection and privacy laws.
 - **Nevada:** You may request that we not sell your personal information.
 - **Vermont:** No PHI will be disclosed to third parties without explicit written consent.
 - **Colorado:** You may request access to, correction of, or deletion of your personal data.
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12. Arbitration & Jury Trial Waiver

Any disputes will be resolved by **binding arbitration** in **Miami-Dade County, Florida** under the rules of the American Arbitration Association (AAA). Both parties waive the right to a jury trial.

13. Termination of Services

We reserve the right to terminate care for:

- Non-payment
 - Non-compliance with treatment recommendations
 - Abusive or inappropriate behavior toward staff
 - Clinical determination that our services are no longer appropriate for your needs
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14. Changes to These Terms

We may update these Terms at any time. Updates will be posted on our website and will apply to all future use of our Services.

15. Contact Information

Care By Alex Holistic Health & Wellness

7616 Branford Pl., Ste. 220, Sugar Land, TX 77479

Phone: (855) 305-2539

Email: hello@carebyalex.com

Website: <https://carebyalex.com>