

Terms of Use

Effective Date: 18/08/2026

Welcome to the website of Dr.Nestor ("Dr. Nestor," "we," "our," or "us").

These Terms of Use ("Terms") govern your access to and use of the website, including its pages, content, features, forms, resources, and other services made available through the website (collectively, the "Website").

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use the Website.

Please also review our Privacy Policy and Notice of Privacy Practices, which provide additional information about how information is handled by our practice.

1. Purpose of the Website

The Website is intended to provide general information about our medical practice, physicians, healthcare services, educational resources, and related topics.

The content provided through the Website is for general informational and educational purposes only.

Nothing on this Website should be interpreted as a substitute for professional medical advice, diagnosis, treatment, or individualized medical care.

2. No Medical Advice

The information provided through the Website is not intended to diagnose, treat, cure, or prevent any disease or medical condition.

Information about medical conditions, procedures, treatments, medications, weight management, bariatric surgery, metabolic health, endoscopic procedures, or other healthcare topics is provided for educational purposes only.

You should always consult a qualified healthcare professional regarding your individual medical condition and treatment options.

Do not rely on information obtained through this Website as a substitute for an examination, diagnosis, or treatment plan from your physician.

Individual results and outcomes may vary.

3. No Doctor-Patient Relationship

Your use of this Website, including reading its content, submitting a contact form, requesting a consultation, sending an email, or communicating with our practice through a general website feature, does not create a doctor-patient relationship between you and Dr. Nestor, any physician, or any other healthcare professional associated with the practice.

A doctor-patient relationship is established only through an appropriate clinical process and in accordance with the policies and procedures of our practice.

Submitting an appointment or consultation request does not guarantee that an appointment will be accepted or that a doctor-patient relationship will be established.

4. Medical Emergencies

The Website is not intended for medical emergencies.

If you are experiencing a medical emergency, call 911 or go to the nearest emergency department immediately.

Do not use the Website, email, contact forms, or other online communications provided through the Website to seek emergency medical care.

Our practice cannot guarantee an immediate response to online communications.

5. Appointment and Consultation Requests

Certain areas of the Website may allow you to request an appointment, consultation, callback, or additional information.

Submitting a request does not guarantee an appointment.

Appointment availability, scheduling, eligibility, insurance coverage, treatment suitability, and other clinical or administrative matters may be subject to review by our practice.

We reserve the right to contact you to obtain additional information or confirm scheduling details.

Any appointment or consultation remains subject to the practice's applicable policies and procedures.

6. Patient Communications

The Website may provide contact forms, email links, telephone links, scheduling tools, patient portal links, or other communication features.

General website communications may not be appropriate for transmitting sensitive medical information.

Unless specifically instructed by our practice to do so through an approved secure system, please do not submit confidential medical records, detailed medical histories, photographs, test results, or other sensitive health information through general website forms or ordinary email.

For information regarding how protected health information is handled, please review our Notice of Privacy Practices.

7. Accuracy of Information

We make reasonable efforts to provide accurate and current information through the Website.

However, medical knowledge, clinical practices, technologies, services, availability, and other information can change over time.

We do not guarantee that all Website content will always be complete, accurate, current, or free from errors.

We reserve the right to update, modify, correct, or remove Website content at any time without prior notice.

8. Educational Content

Articles, blog posts, FAQs, videos, guides, downloadable resources, procedure descriptions, patient education materials, and other educational content are provided for general informational purposes.

Educational content may discuss potential benefits, risks, complications, alternatives, recovery expectations, or outcomes associated with medical procedures and treatments.

Such information does not constitute individualized medical advice.

Your individual treatment options, risks, benefits, and expected outcomes may differ based on your medical history, condition, anatomy, medications, and other circumstances.

Always discuss your individual situation with a qualified healthcare professional.

9. Testimonials and Patient Experiences

The Website may contain testimonials, reviews, patient stories, photographs, videos, or other statements describing individual experiences.

These experiences are personal to the individuals presenting them and should not be understood as a guarantee or representation of the results that another patient will achieve.

Individual results vary.

A patient's experience may depend on numerous factors, including medical history, underlying conditions, adherence to treatment recommendations, lifestyle, and other individual circumstances.

Testimonials do not replace professional medical advice.

10. Before-and-After Images

Where permitted and displayed on the Website, before-and-after photographs or other visual representations are provided for informational purposes.

They represent individual patient experiences and are not intended to guarantee a particular result.

Results may vary substantially between patients.

Any images used on the Website should not be interpreted as a promise or prediction of the outcome you may achieve.

11. Intellectual Property

Unless otherwise stated, the Website and its content are owned by or licensed to Nestor de la Cruz-Munoz, MD, FACS.

This includes, without limitation:

- Website design.
- Text.
- Graphics.
- Logos.
- Photographs.
- Videos.
- Illustrations.
- Icons.
- Downloadable materials.
- Original educational content.
- Page layouts.
- Branding.
- Software and functionality.

These materials may be protected by copyright, trademark, trade dress, and other intellectual property laws.

You may access and use the Website for your personal, non-commercial purposes.

You may not reproduce, distribute, modify, publicly display, publish, sell, license, create derivative works from, or commercially exploit Website content without our prior written permission, except where permitted by applicable law.

12. Trademarks

The names, logos, service marks, and other marks appearing on the Website may be trademarks or service marks of [Nestor de la Cruz-Munoz, MD, FACS, its affiliates, or third parties.

Nothing contained on the Website grants you any license or right to use such trademarks without the prior written permission of the applicable owner.

13. Permitted Use

You agree to use the Website only for lawful purposes.

You may not use the Website to:

- Violate any applicable law or regulation.
- Attempt to gain unauthorized access to the Website or its systems.
- Interfere with Website functionality or security.
- Introduce malicious code, viruses, or other harmful technology.
- Scrape, crawl, harvest, or systematically collect Website information for unauthorized purposes.
- Impersonate another person or entity.
- Submit false, misleading, or fraudulent information.
- Abuse contact forms, appointment systems, or other Website functionality.
- Attempt to disrupt the Website or its infrastructure.
- Use Website content to provide medical advice or services without appropriate authorization.

We reserve the right to restrict or terminate access to the Website when we believe that these Terms have been violated.

14. User-Submitted Information

If you submit information, comments, questions, feedback, photographs, or other materials through the Website, you represent that you have the right to provide that information.

You should not submit confidential medical information through a general website form unless the practice specifically instructs you to use that method.

Any information submitted through the Website will be handled in accordance with our Privacy Policy and, where applicable, our Notice of Privacy Practices.

15. Third-Party Websites and Services

The Website may contain links to websites, applications, services, resources, or platforms operated by third parties.

These links may include healthcare resources, social media platforms, scheduling services, patient portals, payment services, educational resources, or other external websites.

Third-party websites operate independently from us and may have their own terms, privacy policies, and security practices.

We do not control and are not responsible for the content, availability, security, privacy practices, or accuracy of third-party websites.

Your use of third-party services is subject to the terms and policies of those third parties.

16. Third-Party Medical Information

The Website may reference or link to medical organizations, research publications, healthcare resources, manufacturers, treatment technologies, or other third-party sources.

Such references are provided for informational purposes and do not necessarily constitute an endorsement, recommendation, or guarantee by our practice.

We are not responsible for the accuracy or completeness of third-party information.

17. Availability of the Website

We attempt to keep the Website available and functioning properly, but we do not guarantee uninterrupted, secure, or error-free access.

The Website may occasionally be unavailable due to:

- Maintenance.
- Updates.
- Technical issues.
- Security events.
- Internet or hosting problems.
- Third-party service interruptions.
- Circumstances beyond our reasonable control.

We reserve the right to modify, suspend, or discontinue any portion of the Website at any time.

18. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the Website and its content are provided on an “as is” and “as available” basis.

We do not guarantee that:

- The Website will always be available.
- Website content will always be accurate or complete.
- The Website will be free from errors.
- The Website will be free from viruses or other harmful components.
- Any particular medical treatment, procedure, service, or outcome will be available to you.
- Information obtained through the Website will meet your individual healthcare needs.

Nothing in these Terms limits any rights or protections that cannot legally be waived.

19. Limitation of Liability

To the fullest extent permitted by applicable law, [Nestor de la Cruz-Munoz, MD, FACS its physicians, healthcare professionals, employees, contractors, affiliates, and service providers will not be liable for indirect, incidental,

special, consequential, or punitive damages arising from or related to your use of, or inability to use, the Website.

This includes, to the extent permitted by law, damages arising from reliance on Website information, interruptions in Website availability, third-party websites, unauthorized access, technical failures, or other Website-related circumstances.

Nothing in these Terms is intended to exclude or limit liability that cannot legally be excluded or limited.

20. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless [Nestor de la Cruz-Munoz, MD, FACS its physicians, healthcare professionals, employees, contractors, affiliates, and service providers from claims, liabilities, damages, losses, costs, and expenses arising from your:

- Violation of these Terms.
- Misuse of the Website.
- Violation of applicable law.
- Infringement of another person's rights.
- Unauthorized use of Website content.

21. Privacy

Your use of the Website is also subject to our Privacy Policy.

If you are a patient or prospective patient, our Notice of Privacy Practices may also apply to protected health information handled by our practice.

These documents should be reviewed together with these Terms.

22. Geographic Scope

The Website is operated from the United States and is primarily intended for individuals seeking information about healthcare services provided by our practice.

We do not represent that the Website or its content is appropriate or available for use in every jurisdiction.

If you access the Website from outside the United States, you are responsible for complying with applicable local laws.

23. Governing Law

These Terms are governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict-of-law principles, except where applicable federal law requires otherwise.

Any dispute arising from or relating to these Terms or your use of the Website will be subject to the applicable courts located in Florida, unless otherwise required by applicable law.

24. Changes to These Terms

We may update these Terms from time to time.

When changes are made, we will update the “Effective Date” shown at the beginning of the Terms.

Your continued use of the Website after updated Terms are posted constitutes acceptance of the revised Terms, to the extent permitted by applicable law.

We encourage you to review these Terms periodically.

25. Severability

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, that provision will be enforced to the fullest extent permitted by law, and the remaining provisions will remain in full force and effect.

26. Entire Agreement

These Terms, together with our Privacy Policy, Notice of Privacy Practices, and any other applicable policies or agreements specifically referenced on the Website, constitute the applicable terms governing your use of the Website, except where a separate written agreement applies.

27. Contact Us

If you have questions regarding these Terms of Use, please contact:

Nestor de la Cruz-Munoz, MD, FACS

Address: 3683 S Miami Ave Suite 500 Miami, FL 33133

Phone: 305-285-5092

Email: Maria.Matuk@HCAhealthcare.com

Important Medical Disclaimer

THE INFORMATION PROVIDED ON THIS WEBSITE IS FOR GENERAL EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.

DO NOT DELAY SEEKING MEDICAL CARE OR DISREGARD PROFESSIONAL MEDICAL ADVICE BECAUSE OF INFORMATION YOU HAVE READ ON THIS WEBSITE.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR SEEK IMMEDIATE EMERGENCY MEDICAL ATTENTION.

Individual medical results vary. No specific treatment outcome is guaranteed.

Last Updated: 18/08/2026