

Terms of Service for Quirkiatry.com

Last Updated: September 23, 2025

1. Agreement to Terms

Welcome to quirkiatry.com (the "Site"), the informational website for the practice of David Spielman, MSN, PMHNP-BC ("we," "us," or "our"). By accessing or using our Site, you agree to be bound by these Terms of Service and our [Website Privacy Policy](#). If you do not agree with any part of these terms, please do not use our Site.

2. Website Content is Not Medical Advice

This is the most important part of our terms. All content available on this Site, including text, graphics, images, and information, is for **general informational purposes only**.

The content is **not** intended to be a substitute for professional medical advice, diagnosis, or treatment. **Never disregard professional medical advice or delay in seeking it because of something you have read on this Site.** Reliance on any information provided by this Site is solely at your own risk.

3. No Provider-Patient Relationship

Your use of this Site does not create a provider-patient or therapeutic relationship between you and David Spielman, MSN, PMHNP-BC. A formal relationship is only established after you have completed the intake process through our designated secure client portal and have been accepted as a patient.

4. Acceptable Use of the Site

You are granted a limited license to access and use the Site for your personal, non-commercial use. You agree not to use the Site for any unlawful purpose or in any way that could damage, disable, or impair the Site. Prohibited behavior includes, but is not limited to: violating or attempting to violate the security of the Site; distributing spam, viruses, or other malicious code; or engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site.

5. Third-Party Websites and Links

Our Site contains links to third-party websites for your convenience, such as our secure client portal for scheduling (Simple Practice) and other informational resources. We have no control over the content, privacy policies, or practices of any third-party websites and assume no responsibility for them. We encourage you to review the terms and policies of any third-party site you visit.

6. Intellectual Property

All content on this Site, including the name "Quirkiatry," our logo, text, and graphics, is the property of David Spielman, MSN, PMHNP-BC and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, or otherwise use any of the content without our prior written permission.

7. Disclaimers and Limitation of Liability

This Site and its content are provided on an **"as is" and "as available"** basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Site or the accuracy or completeness of the information and content included on the Site. **We do not warrant that the Site will be uninterrupted, secure, or free from bugs, viruses, or other harmful components.**

To the fullest extent permissible by law, we disclaim all warranties. We will not be liable for any damages of any kind arising from the use of this Site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

8. Indemnification

You agree to indemnify, defend, and hold harmless David Spielman, MSN, PMHNP-BC and his agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site or your violation of these Terms.

9. Changes to These Terms

We reserve the right to modify these Terms of Service at any time. We will post the most current version on our Site, and the "Last Updated" date will reflect the date of the changes. By continuing to use the Site after changes are made, you agree to be bound by the revised terms.

10. Governing Law

These Terms of Service and any dispute arising out of your use of the Site shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law provisions.

11. Contact Us

If you have any questions about these Terms of Service, please contact us at:

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