

TERMS OF USE AND PRIVACY

Dr. Mauricio Serrano

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From the moment you access Dr. Mauricio Serrano's website (hereinafter, the "Site") and/or any of the web pages accessible through it, the user is subject to the terms and conditions described below:

Access grants you the status of user, automatically and fully accepting, without any reservation, all the general conditions of use for all services, products, and content contained on the Site. The terms and conditions described here may be modified or updated at any time without prior notice. These modifications will take effect from the date of their publication on the Site.

Use of the Site, including access by users and navigation through it, is free and implies compliance with these Terms and Conditions, Colombian legislation, including Law 1581 of 2012 on personal data protection, as well as good customs and accepted practices in the Internet environment.

1. Usage Agreement

Dr. Mauricio Serrano, with legal domicile at Carrera 7 Bis A # 123-06, Bogotá D.C., Colombia, is the owner of the information hosted on the Site. Dr. Mauricio Serrano has made every effort to provide users with the most complete and accurate information about his medical and surgical services; however, such information may not be free from technical inaccuracies, typographical errors, or other errors.

Information related to the offered medical services may not reflect all conditions applicable to each procedure, as it is indicative information that may vary depending on each patient's particularities. Dr. Mauricio Serrano does not guarantee that the information hosted on the Site is suitable for specific activities beyond general information about surgical procedures and medical information related to his activity, so access and use of its content is at the user's sole responsibility.

The information provided on the Site does not replace professional medical consultation.

2. Intellectual Property

Unless expressly stated otherwise, the information, graphic images (including photos and videos of surgical results), design, logos, trademarks, and text, as well as the services offered on the Site, are the exclusive property of Dr. Mauricio Serrano. All content is protected by intellectual property laws, including Colombian copyright regulations (Law 23 of 1982).

Nothing contained in this Site shall be interpreted as an implicit or any form of grant of license or right to use the content, including images and videos of surgical results, without prior written consent from Dr. Mauricio Serrano. Consequently, they may not be modified, copied, reproduced, distributed, transmitted, disclosed, licensed, assigned in whole or in part, nor is the creation of derivative works from the use of the information or services included on the Site authorized.

The use of surgical result images requires express written authorization from the rights holder, and any unauthorized use constitutes an infringement of intellectual property rights, leading to the application of **corresponding legal actions**, including sanctions provided in current legislation on intellectual property and personal data protection.

3. Links to Other Pages (Hyperlinks)

The Site may contain hyperlinks to other websites, such as social media platforms or third-party services, which are not edited, controlled, maintained, or supervised by Dr. Mauricio Serrano. We assume no responsibility for errors, failures, or inability to access such sites, nor do we have responsibility for monitoring, auditing, or any form of control over the information they contain.

Dr. Mauricio Serrano considers the generation of hyperlinks legal and within the usual expectations of those accessing the Internet, provided solely for the user's convenience, who assumes sole responsibility for any damages that such linking may cause.

Dr. Mauricio Serrano does not authorize the generation or creation of hyperlinks to the Site without prior written consent.

4. Personal Data Protection

The Personal Data Processing Policy can be consulted via the link to said policy on the Site. Below are the key aspects of personal data processing, in compliance with Law 1581 of 2012, Decree 1377 of 2013, and related regulations:

4.1 Information We Collect

We collect the following types of information:

- **Sensitive Personal Data:** Name, ID, email address, phone number, and other data provided to schedule appointments, complete forms, or authorize treatments.
- **Usage Data:** Information about your interaction with the Site, such as pages visited, browsing time, and IP address.
- **Cookies and Similar Technologies:** We use cookies to improve the user experience, analyze traffic, and personalize content. You can manage cookie preferences in your browser.

4.2 Purpose of Data Processing

We use your information for:

- **Management of Appointments and Medical Procedures:** To schedule, confirm, and manage your medical care, including consultations and treatments.
- **Communication About Your Treatment:** To send reminders and updates related to your care, with prior authorization.

- **Use of Images for Promotional Purposes:** Only with your express consent, we will use surgical result images for promotional or educational purposes, ensuring your anonymity.
- **Personalized Medical Follow-Up:** To provide appropriate follow-up and recommendations related to your health.
- **Compliance with Legal and Contractual Obligations:** To comply with regulations and provide services in accordance with current laws.
- **Service Improvement:** To analyze and enhance the quality of our medical services and user experience on our website.
- **Advertising:** To send commercial, promotional, or advertising information about our products, services, news, and offers through authorized communication channels (email, SMS, instant messaging, phone calls, etc.).

4.3 Consent

Before collecting or processing sensitive personal data, we will request your informed, express, and written consent. For minors, the consent of their legal representatives is required, ensuring clear and accessible language. When applicable, the adolescent's assent will be considered based on their age and maturity.

4.4 Data Security

We implement technical, physical, and administrative measures, such as encryption and restricted access, to protect your data. However, no Internet transmission is completely secure, and although we take all reasonable precautions, we cannot guarantee the absolute security of your data at all times due to the inherent nature of online networks.

4.5 Data Management Using Artificial Intelligence Technologies

We inform you that when using artificial intelligence (AI) processing engines in our services, the data you provide may be processed and temporarily stored by third-party providers that offer technological support for these systems. These providers comply with strict security and data privacy policies and take appropriate measures to ensure data protection. However, you should be aware that when using these services, your data may be stored on servers beyond our direct control, which entails risks regarding data transmission and storage.

We will make our best efforts to ensure these providers are subject to applicable personal data protection laws in Colombia, but users should note that, despite necessary precautions, absolute security in the storage of data processed through these technologies cannot be guaranteed.

4.6 Responsible Use of Artificial Intelligence and Transparency in Responses

Services involving artificial intelligence, such as our chatbot, are designed to provide automated assistance and respond to frequently asked questions efficiently. However, users should consider the following:

- Responses are generated by an AI system and, while designed to be helpful, may not be entirely accurate, complete, or suitable for all contexts.
- The chatbot does not replace personalized advice from a qualified professional. It is recommended to consult human experts for cases requiring specific or specialized guidance.

4.7 Scope and Use of the Chatbot

The chatbot is designed exclusively to assist users during the appointment scheduling stage. Outside this context, the chatbot is not enabled, does not perform automatic interactions, nor offers additional functionalities.

The chatbot does not request, process, or store sensitive personal data, such as health-related information, medical status, biometric data, religious beliefs, sexual orientation, financial status, images, voice recordings, or videos. Its functionality is limited to collecting basic and strictly necessary data for:

- Managing the request for a medical consultation.
- Providing general information related to the scheduling process.
- Guiding the user on additional contact channels or next steps.

All information provided by the user through the chatbot will be treated with strict confidentiality and will be governed by Dr. Mauricio Serranos Personal Data Processing Policy and applicable personal data protection regulations.

By using the chatbot, the user authorizes the collected data to be used for legitimate commercial purposes, including but not limited to:

- Analysis of user preferences and behavior to continuously improve our services and care processes.
- Audience segmentation to personalize communication experiences.
- Sending promotional or advertising communications, whether by electronic, telephone, or physical means, related to products, services, news, or proprietary campaigns.

The user may, at any time, revoke their consent or request exclusion from receiving commercial communications by following the mechanisms provided in the Data Processing Policy or through available customer service channels.

4.8 Bias and Non-Discrimination

We are committed to ensuring our chatbot operates impartially and equitably. However, as AI systems learn from historical data, there is a risk of unintentionally reproducing biases. To mitigate this:

- We conduct periodic evaluations and tests to identify and correct potential biases in generated results.
- We apply ethical principles in the development and monitoring of the system, promoting equity, inclusion, and respect for diversity.

4.9 Data Subject Rights

You have the right to access, update, rectify, or delete your data, revoke your consent, and file complaints before the Superintendency of Industry and Commerce. Contact us at drmauricioserrano2016@gmail.com to exercise these rights.

5. Illegal Use

The user assumes responsibility for any illicit transmission of information or content contrary to morality, good customs, or that is defamatory, offensive, obscene, pornographic, or otherwise objectionable, including messages that constitute or encourage conduct contrary to current legislation. Likewise, the user agrees not to send or transmit documents or software containing viruses of any kind (such as “worms,” “trojans,” or “hoaxes”) that may cause damage to the Site or inhibit its use by third parties.

Unless expressly agreed otherwise in writing, the user is not authorized to use the information or content of the Site for commercial purposes.

6. Limitation of Liability

The Site is provided “as is,” without express or implied warranties regarding its availability, accuracy, or suitability. Dr. Mauricio Serrano will not be liable for direct, indirect, incidental, or consequential damages arising from the use or inability to use the Site.

7. Termination

MAURICIO SERRANO

We reserve the right to suspend or terminate your access to the Site at any time, without prior notice, if you breach these Terms of Use or if improper use of data or content is detected.

8. Jurisdiction and Applicable Law

The use of this Site and these Terms of Use and Privacy will be governed, interpreted, and enforced in accordance with the laws of the Republic of Colombia. Any disputes will be resolved in the competent courts of Bogotá D.C., Colombia.