

## Terms of Use – Telemedicine

These terms of use (“**Terms of Use**”) set forth the terms and conditions upon which you may access and use the Skin Perfect Virtual Consultation website (“**Site**”) and the telemedicine-based Virtual Consultation services, as well as such other products and services, whether educational or commercial, provided and available for purchase through the Site (the Site, Virtual Consultation services, and related products and services, collectively, “**Service**”), which are made available to you by Skin Perfect Medical Brea Inc., its affiliates, and subsidiaries (“**Skin Perfect**”). These Terms of Use and the [Privacy Policy](#) (“**Privacy Policy**”) together form a legal contract between you and Skin Perfect, governing your access to and use of the Service. Please read the Terms of Use and Privacy Policy carefully before using the Service. If you do not agree with and accept these Terms of Use and the Privacy Policy, do not use the Service.

Please understand that the Terms of Use that follow apply to the Service only and are supplemental to the general terms of use for the Skin Perfect website (“**GTOU**”), which can be found on our website and are incorporated by reference into these Terms of Use. To the extent there is any conflict or inconsistency between the terms and provisions of these Terms of Use and the GTOU, these Terms of Use will control.

BY SCHEDULING A VIRTUAL CONSULTATION, YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT TO THESE TERMS OF USE, GTOU, AND PRIVACY POLICY JUST AS YOU WOULD BY SIGNING A PAPER CONTRACT.

DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, DIAL 911 IMMEDIATELY.

Skin Perfect may revise and update these Terms of Use at any time. Your continued use of the Site will mean you accept those changes.

1. **Location.** By using the Service, you certify that you are physically located in the state of California. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of this certification and that the medical providers you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify Skin Perfect and the physicians you interact with from any resulting damages, costs or claims as set forth in the Indemnification Section below.

2. **Site Content.** Other than information received directly by you from Skin Perfect’s healthcare providers in the context of a telemedicine service, the content on the website does not constitute medical advice. On occasion, if a healthcare provider is unavailable, utilizing the Service may connect with you with a Skin Perfect consultant. A Skin Perfect consultant may perform non-medical tasks such as answering questions, making recommendations, scheduling procedures, and accepting payments. However, all recommendations and scheduled procedures are subject to the final review and approval of appropriate healthcare providers, who may accept, modify, or reject some or all of the recommended and/or scheduled procedures based on their professional judgment. Skin Perfect’s Site may display or provide links to general information resources that may be of interest to you (“**Site Materials**”). Site Materials are not to be used as medical diagnosis, treatment or advice. Other than information received directly by you from Skin Perfect’s healthcare providers in the context of a telemedicine service, you should always talk to an appropriately qualified healthcare professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of the content on this Site represents or warrants that any particular medication or treatment is safe, appropriate,

or effective for you. Without limitation, Skin Perfect does not recommend or endorse any specific tests, treatments, medications, products, or procedures.

### **3. Account Enrollment; Individual Information.**

a. To access the Service, you must first establish an individual user account (“**Account**”) by providing the requested information. You agree that you will not create more than one Account, or create an Account for anyone other than yourself without first receiving permission from the other person.

b. In addition to establishing an Account, to access the Service, you also must provide the certain information required and/or requested (“**Consultation Information**”) in the virtual consultation form (“**Consultation Form**”). By using the Service, you acknowledge and agree to (i) provide true, accurate, current and complete Consultation Information about yourself, and (ii) maintain and promptly update all Consultation Information to keep it true, accurate, current, and complete, each time each you use the Service. If you provide any Consultation Information that is untrue, inaccurate, not current, or incomplete, or Skin Perfect has reasonable grounds to believe that such Consultation Information is untrue, inaccurate, not current or incomplete, Skin Perfect reserves the right to require an in-person consultation, suspend or terminate your right to use the Service, and/or refuse any and all current or future use of the Service, at Skin Perfect’s sole discretion. You represent and warrant that you are at least 18 years of age and possess the legal right and ability to agree to these Terms of Use. If you are under 18 years old, you must obtain and submit to Skin Perfect the signed written consent from a parent or guardian specifically approving your receipt of the treatments being sought prior to Services being rendered. Skin Perfect, in its sole discretion, reserves the right to refuse Service to any person for any or no reason whatsoever.

**4. Acceptable Use.** The purpose of the Service is to provide a virtual initial consultation for medical services that will be rendered by Skin Perfect, so as to limit the amount of time you spend in Skin Perfect’s facilities. The goal is to maintain the medical standard of care while reducing risk to both you and your healthcare provider. Accordingly, you agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these Terms of Use. You will not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You will not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You will not use the Service in any manner that could damage, disable or impair the Service. You will not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining, social engineering, or any other means. You will not use any robot, scraper, or other means to access the Service for any purpose.

**5. Foreign Use.** The Service is designed for and intended for users in the state of California. Use of the Service outside of the state of California (“**Foreign Use**”) is strictly prohibited. Skin Perfect makes no representation that the information and services provided on the Service are applicable to, appropriate for, or available Foreign Use users. Accessing the Service from territories where the content is illegal is prohibited. If you choose to access the site for Foreign Use, you do so on your own initiative and you are responsible for compliance with local laws.

6. **Termination.** Skin Perfect may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. Skin Perfect has the right (but not the obligation) to refuse to provide access to the Service to any person, agency, or organization at any time, for any reason or for no reason at all, in its sole discretion. Skin Perfect reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice.

7. **Notice of Privacy Practices.** Pursuant to Health Insurance Portability and Accountability Act of 1996, you acknowledge that you have received or will receive a copy of the Skin Perfect's Notice of Privacy Practices. By using electing to use the Service, you consent to disclosure of your protected information, including information generated through use of virtual health or telemedicine services, as described in the Notice of Privacy Practices. This will include all of your protected health information generated during the provision of Services, including but not limited to treatment events in your medical history and types of treatment received.

8. **Informed Consent.** As a condition to using the Service, you agree to execute the Telemedicine Consent. If you decline to provide, or at any time choose to review to revoke, such consent, Skin Perfect reserves the right to require an in-person consultation, suspend or terminate your right to use the Service, and refuse any and all current or future use of the Service.

9. **Risk.** You acknowledge, agree, and accept that, as with any medical procedure, there are potential risks associated with the use of telemedicine. Skin Perfect believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, (i) delays in medical evaluation and consultation or treatment due to deficiencies or failures of the equipment, which may include poor video and data quality; (ii) security protocols failing, causing a breach of privacy of personal medical information; or (iii) lack of access to your complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes. Skin Perfect reserves the right to require an in-person consultation for any and all procedures associated with your treatment.

10. **Modification of Terms.** You are responsible for regularly reviewing these Terms of Use. Skin Perfect has the right, but not the obligation, to correct any errors or omissions in any portion of the Site, the Service and these Terms of Use. Skin Perfect reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of the Site, the Service and these Terms of Use, in whole or in part, at any time, without prior notice. All changes to these Terms of Use are effective immediately upon being posted to the Site. YOUR CONTINUED USE OF THE SITE OR SERVICE FOLLOWING ANY CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THESE CHANGES.

11. **Indemnification.** You will indemnify, defend, and hold harmless Skin Perfect from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorneys' fees and all other costs, fees, and expenses (collectively, "**Claims**") against Skin Perfect or its healthcare providers to the fullest extent permitted by law arising out of or in connection with (1) your conduct, provision of content or use of the Site, or such actions by any third party through you, (2) your violation of the rights of another person or party, (3) any Consultation Information provided or made available by you, and (4) any breach or violation by you of your obligations under these Terms of Use, including without limitation any breach of your representations and warranties. You will not settle any indemnified claim without the prior written consent of Skin Perfect, such consent not to be unreasonably withheld. In connection with any Claims that may give rise to your indemnification obligations as set forth above, Skin Perfect will have the exclusive right, at its option, to defend, compromise and/or settle the suit, action or proceeding, and you will be bound by the determination of any suit, action or proceeding so defended or any compromise or

settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to Skin Perfect pursuant to this Section.

**12. Disclaimer of Warranties – Telemedicine.** TO THE EXTENT PERMITTED BY STATE LAW, SKIN PERFECT DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. SKIN PERFECT DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

Last updated on August 20, 2020