

# Terms of Use

Welcome to **Minn Skin LLC** ("we," "our," or "us"). By accessing or using our website and telehealth services (the "Service"), including asynchronous telehealth consultations, you agree to comply with and be bound by the following Terms of Use ("Terms"). Please read these Terms carefully. If you do not agree with these Terms, do not use the Service.

## 1. Acceptance of Terms

By accessing or using our Service, you agree to be bound by these Terms. If you are accessing or using the Service on behalf of another individual (e.g., a minor or a dependent), you represent that you have the authority to agree to these Terms on their behalf.

## 2. Eligibility

You must be at least 18 years old to use the Service. If you are under 18 years of age, you may only use the Service with the consent of a parent or legal guardian who agrees to these Terms on your behalf.

## 3. Use of the Service

**Minn Skin LLC** provides telehealth services, including asynchronous communication between you and healthcare providers. Asynchronous telehealth means that interactions may occur through intake questionnaires, messages, photos, videos, or documents rather than in real-time. The Service may include:

- Submitting your health information through our platform.
- Communicating with healthcare professionals via asynchronous methods (e.g., intake questionnaires, portal messages, email, text, or video messaging).
- Receiving health consultations, diagnoses, or treatment recommendations.

You agree to use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service to:

- Provide false, inaccurate, or misleading information.
- Engage in fraudulent activities.
- Harass, harm, or threaten others.
- Transmit any viruses or malicious software.

## 4. Account Creation

To use certain features of the Service, you may be required to create an account. You agree to:

- Provide accurate, current, and complete information during the account registration process.

- Update your information as necessary to maintain its accuracy.
- Protect the confidentiality of your account credentials and notify us immediately if you believe your account has been compromised.

You are solely responsible for all activity that occurs under your account.

## 5. Telehealth Services

- **Asynchronous Telehealth Consultations:** You acknowledge that our platform offers asynchronous telehealth services, where healthcare professionals review your health data (e.g., symptoms, medical history, or images) and provide feedback or recommendations in a non-real-time manner. Asynchronous telehealth may not be suitable for all conditions, and we cannot guarantee that a healthcare provider will respond within a specific timeframe.
- **Healthcare Provider's Role:** Healthcare providers on our platform may use your submitted information to diagnose, treat, or provide recommendations. However, these interactions are not intended to replace in-person visits for skin cancer concerns, severe skin conditions, or urgent medical concerns. You should seek in-person medical care for emergencies.
- **Third-Party EHR Software (PracticeQ):** The Service uses **PracticeQ**, a third-party Electronic Health Record (EHR) software, to manage and store your health information. By using the Service, you consent to the sharing of your health information with **PracticeQ** as necessary to provide telehealth services.

## 6. Fees and Payment

Telehealth services involves cash-based fees (we do not bill insurance). You agree to pay the fees associated with the services you request, as disclosed to you before any consultation or service is provided. Payment will be processed through secure third-party payment processors.

If applicable, you authorize us to charge your credit card or other payment method for services rendered. You are responsible for ensuring that your payment information is accurate and up-to-date.

## Membership Services

- Membership services, if selected, are billed automatically on a recurring schedule (monthly or annual) according to your chosen plan.
- Membership visits and included services are limited to the number specified in your plan; additional services may incur extra fees.
- You may pause or cancel your membership at any time by submitting a request through the secure patient portal.
- MinnSkin LLC reserves the right to cancel your membership at any time for any reason.
- Membership-related disputes are subject to binding arbitration by a neutral third party, which limits your right to pursue claims in court.

## 7. Confidentiality and Data Security

We take your privacy and the confidentiality of your health information seriously. Our platform employs reasonable security measures to protect your personal and health data. However, as with all online services, we cannot guarantee the absolute security of your information.

By using the Service, you acknowledge and agree that your personal and health data may be stored, processed, and shared as described in our **Privacy Policy**, including through third-party EHR software, **PracticeQ**, and their integrated software.

## 8. Prohibited Uses

You agree not to use the Service in any manner that:

- Violates any applicable law or regulation.
- Infringes the rights of others, including intellectual property rights.
- Attempts to disrupt, damage, or interfere with the Service or any systems related to it.
- Involves the transmission of unsolicited or unlawful communications, including spam.

## 9. Termination of Access

We may suspend or terminate your access to the Service at any time, without notice, for any violation of these Terms, unlawful conduct, or if we believe your use of the Service poses a risk to the health and safety of yourself or others.

If you wish to discontinue use of the Service, you may close your account by contacting us or following the account deletion procedures on the platform.

## 10. Limitation of Liability

To the fullest extent permitted by law, **Minn Skin LLC**, its affiliates, employees, and healthcare providers are not liable for any damages resulting from:

- Your use or inability to use the Service.
- The actions or omissions of healthcare providers.
- Any loss of data, security breaches, or transmission errors.

You acknowledge that asynchronous telehealth consultations have inherent limitations, including the potential for delayed or incomplete information due to the nature of non-real-time communication.

## 11. Indemnity

You agree to indemnify, defend, and hold harmless **Minn Skin LLC** and its affiliates, employees, and service providers from any claims, losses, damages, or expenses arising from:

- Your use of the Service.
- Any breach of these Terms.
- Any violation of law or the rights of third parties.

## **12. Amendments to These Terms**

We reserve the right to modify or update these Terms at any time. Changes will be posted on this page, and the "Effective Date" will be updated. Continued use of the Service after such changes constitutes your acceptance of the updated Terms.

## **13. Governing Law and Dispute Resolution**

These Terms are governed by the laws of Minnesota, without regard to its conflict of laws principles. Any disputes arising from these Terms or your use of the Service will be resolved in the appropriate courts located in Minnesota

## **14. Contact Us**

If you have any questions, comments, or concerns regarding these Terms, please contact us at:

- **Email:** [office@minnskin.com](mailto:office@minnskin.com)
- **Mailing Address:** 5615 150<sup>th</sup> St. N., PO Box 363, Hugo, MN 55038

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**Effective Date:** 04/01/2025