

WEBSITE TERMS OF SERVICE

WellWell, LLC

Last updated: August 14, 2026

1. Agreement to these Terms

These Website Terms of Service (the “Terms”) are a contract between you and WellWell, LLC, a Georgia limited liability company (“WellWell,” “we,” “us,” or “our”). They govern your access to and use of <https://www.wellwellskin.com/> (the “Website”) and our applications and all related services and functionality provided through them (together with the Website, the “Services”).

By accessing or using the Services, you agree to these Terms. If you do not agree, do not use the Services.

Our Privacy Policy, available at www.wellwellskin.com, is incorporated into these Terms by reference and describes how we collect, use, and disclose information through the Services. Where information is protected health information, our Notice of Privacy Practices, available at www.wellwellskin.com, governs, and it controls over these Terms and the Privacy Policy as to that information.

2. Eligibility and accounts

Adults

You must be at least eighteen (18) years old to purchase products or services, to enter into these Terms on your own behalf, or to open an account with us.

Minors

Individuals under 18 may use the Services only through a parent or legal guardian who accepts these Terms on their behalf and supervises their use. Consistent with our Privacy Policy, we collect personal information online from a child under 13 only after obtaining verifiable parental consent, and a child under 13 may not self-register for an account.

Accounts

You are responsible for the accuracy of the information you provide, for maintaining the confidentiality of your credentials, and for all activity under your account. Notify us immediately at hello@wellwellskin.com if you believe your account has been compromised. We may suspend or terminate an account at any time, including for suspected unauthorized use.

3. The Services are not medical advice, and using the Website does not create a treatment relationship

The content on the Website, including descriptions of conditions, treatments, procedures, products, and outcomes, is for general informational purposes only. It is not medical advice and is not a substitute for consultation with a qualified health care professional.

Browsing the Website, submitting a contact form, or requesting an appointment does not create a provider-patient relationship. A treatment relationship is established only when you are formally accepted as a patient, complete the required intake and consent forms, and are evaluated by a WellWell provider.

Individual results vary. Any before-and-after images, testimonials, or outcome descriptions reflect the experience of a particular individual and are not a prediction or guarantee of your results.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST EMERGENCY DEPARTMENT. DO NOT USE THE WEBSITE, THE PATIENT PORTAL, OR EMAIL TO SEEK EMERGENCY CARE.

4. Clinical services, telehealth, and geographic limits

Clinical services are provided under separate documents, including the Patient Consent Form, the Permission for Telehealth Visits where applicable, and the Notice of Privacy Practices, and not under these Terms. Where these Terms conflict with those documents as to the provision of care, those documents control.

Our providers are licensed to practice only in the states identified at the time of scheduling. We do not offer clinical services to individuals located outside those states, and the availability of information on the Website is not an offer to provide care anywhere we are not licensed.

5. Appointments, purchases, and payment

Scheduling

Appointment requests submitted through the Website or our third party scheduling vendor, Tebra, are requests only and are not confirmed until we confirm them.

Cancellations

Our cancellation, no-show, and rescheduling policy is available at [URL] and applies to appointments booked through Tebra.

Purchases

Products and services offered through the Services are subject to the prices, descriptions, and availability shown at the time of purchase, and to any additional terms of sale presented at checkout. Payment processing and, where applicable, order fulfillment are handled by third-party providers. We may correct pricing or description errors, and may cancel any order affected by such an error, including after it is placed.

Taxes and Fees

Taxes and fees are your responsibility except as stated at checkout. Except as required by law or as expressly stated in the applicable program terms, payments are non-refundable.

6. 6. Acceptable use

You agree not to:

- use the Services for any unlawful purpose or in violation of these Terms;
- attempt to gain unauthorized access to any portion of the Services, any account, or any connected system;
- interfere with or disrupt the Services, including by introducing malware or by any denial-of-service activity;
- scrape, crawl, harvest, or use any automated means to extract data from the Services;
- use the Services or their content to train any machine-learning or artificial intelligence model;
- reverse engineer, decompile, or attempt to derive the source code of any part of the Services;
- misrepresent your identity or your authority to act for another person; or
- use the Services in any way that could impair the privacy or security of any other user's information.

No Public Posting

The Services do not allow users to post, upload, publish, or submit content for display to other users. Information you send us through the Services is transmitted only to us and our service providers.

7. Communications

By providing an email address or phone number, you consent to receive administrative and transactional messages relating to your account, appointments, and purchases. Marketing communications are separate, are sent only where you have given the applicable consent, and can be stopped at any time using the unsubscribe link in any marketing email or by replying STOP to any text message. Consent to receive marketing communications is never a condition of receiving treatment. See the Privacy Policy for details.

Email and the Website's general contact form are not secure. Do not send protected health information by unencrypted email or through the general contact form. Use the patient portal or call our office.

8. Intellectual property

The Services and their contents, including text, graphics, photographs, clinical imagery, logos, trade dress, and the selection and arrangement of all of it, are owned by WellWell or its licensors and are protected by U.S. and international intellectual property laws. "WellWell" and our logos are our trademarks and may not be used without our prior written permission.

We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Services for your personal, non-commercial purposes. All rights not expressly granted are reserved.

Feedback

If you send us suggestions or feedback about the Services, we may use it without restriction or obligation to you. Please do not include protected health information or confidential information in feedback.

9. Third-party sites and services

The Services may link to or interoperate with third-party websites, platforms, review sites, payment processors, and product vendors. We do not control them and are not responsible for their content, products, or privacy and security practices. Your use of a third-party service, including Tebra, is governed by that party's terms.

10. Disclaimers

Except as expressly stated in these Terms and to the fullest extent permitted by law, the Services and all content and products made available through them are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

We do not warrant that the Services will be uninterrupted, timely, secure, or error-free, or that any content on the Website is complete or current. Information transmitted over the Internet is not completely secure.

This Section does not apply to, and nothing in these Terms limits, the standard of care owed to you as a patient or any obligation we have under HIPAA, the HITECH Act, or applicable state law.

11. Limitation of liability

To the fullest extent permitted by law, WellWell and its providers, members, managers, employees, and agents will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits or lost data, arising out of or relating to your use of the Services, regardless of the theory of liability and even if we have been advised of the possibility of such damages.

Our total aggregate liability for all claims arising out of or relating to the Services will not exceed the greater of (a) the amount you paid us through the Services in the twelve (12) months before the event giving rise to the claim, or (b) one hundred dollars (\$100).

Nothing in this Section limits or excludes liability for: (i) professional negligence or any claim arising from the provision of, or failure to provide, health care services; (ii) death or personal injury caused by our negligence; (iii) fraud or intentional misconduct; (iv) any obligation under HIPAA, the HITECH Act, or state health privacy or data breach law; or (v) any other liability that cannot lawfully be limited.

12. Indemnification

You agree to indemnify and hold harmless WellWell and its members, managers, employees, and agents from any claim, loss, liability, or expense (including reasonable attorneys' fees) arising out of your breach of these Terms, your misuse of the Services, or your violation of any law or the rights of a third party. This does not apply to any claim to the extent arising from our own negligence or misconduct.

13. Termination

We may suspend or terminate your access to the Services at any time, with or without notice, including for any violation of these Terms. Termination of Website access does not by itself terminate a treatment relationship, which is governed by the applicable clinical documents and by our professional obligations regarding continuity of care and patient abandonment.

Sections 8 through 16 survive termination.

14. Governing law and disputes

These Terms are governed by the laws of the State of Georgia, without regard to conflict-of-laws principles.

Any dispute arising out of or relating to these Terms or your use of the Services will be brought exclusively in the state or federal courts located in Chatham County, Georgia, and you consent to the personal jurisdiction of those courts.

15. Changes to these Terms

We may modify these Terms. We will update the “Last Updated” date and, for material changes, provide reasonable advance notice through the Services or by email. Your continued use of the Services after the effective date of a change constitutes acceptance. Changes to these Terms do not modify our obligations under HIPAA or our Notice of Privacy Practices, which may be revised only as those rules permit.

16. General

Entire Agreement

These Terms, together with the Privacy Policy and any additional terms presented at the point of purchase or enrollment, are the entire agreement between you and WellWell as to the Services.

Order of Precedence

In the event of a conflict: (1) the Notice of Privacy Practices, as to protected health information; (2) the Patient Consent Form and Permission for Telehealth Visits, as to clinical care; (3) any program or purchase terms, as to that program or purchase; (4) the Privacy Policy, as to information practices; then (5) these Terms.

Severability

If any provision is held unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder will stay in effect.

No waiver

Our failure to enforce a provision is not a waiver of it.

Assignment

You may not assign these Terms. We may assign them in connection with a merger, acquisition, or sale of assets.

Force majeure

We are not liable for any delay or failure to perform caused by events beyond our reasonable control.

17. Contact

WellWell, LLC

317 East Broad Street Savannah, Georgia 31401

Email: hello@wellwellskin.com

Telephone: (912) 542-9215