

Terms of Service

Last Updated: May 8, 2023

Welcome to Honeydew!

Please read these Terms of Service (the “Agreement”) carefully. Your use of the Site (as defined below) constitutes your consent to this Agreement.

This agreement is between you and AcneAway, Inc. dba Honeydew (“Company”, “us”, “we”, or “Honeydew”) regarding your use of the Honeydew site currently located at <https://honeydewcare.com> (together with any current or future affiliated mobile application, successor site(s), or any services or materials available therein, collectively the “Site” or “Website”). The Site is intended to facilitate the provision of services to registered users. The “Services” may include: telecommunications support for using the Services as a means of direct access to health care providers (“Providers”) provided by affiliated professional entities for communication, consultations, assessments, and treatment by such Providers; providing individuals with pharmacy services; administrative support in connection with scheduling, payment for Provider services, and payment for pharmacy services; and/or providing individuals with information on health care and wellness.

BY ESTABLISHING AN ACCOUNT ON THE SITE AND/OR BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO FOLLOW AND BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE OR THE SERVICES. THE TERM “YOU” OR “USER” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, THAT ESTABLISHES AN ACCOUNT ON OR USES THE SERVICES.

Intro

- You understand that the teledermatology services and any prescription products made available through the Website are provided by affiliated professional entities and pharmacies, respectively, rather than by Company and that Company is not itself a healthcare provider. The decision to focus on diagnosis, treatment recommendations, or both, rests with you and the health care provider. You understand that by coordinating and in certain cases consulting with an affiliated Provider through the Services, you are not entering into a provider-patient relationship with Honeydew
- You understand that the Website is not a substitute for the in-person treatment or advice of your local dermatologist, primary physician, or any other qualified healthcare professional.

- You understand that the Website facilitates consultations limited to the diagnosis and treatment of acne, and not for any other medical or dermatological condition, including skin cancer.
- You understand that the Website is not to be used in connection with medical emergencies. If you are experiencing a medical crisis, please call 9-1-1 or contact your local emergency assistance services immediately. If you are not feeling well, please contact your primary care physician.
- All information you provide to Honeydew is true, accurate, current, and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current, and complete, as long as you are using the Website. If we have reasonable grounds to suspect such information is not true, accurate, current, or complete, we may deny or terminate your access to the Website (or any portion thereof) in our sole direction, subject to compliance with any notice or waiting period provided by applicable law.

Terms:

Health care services

- Honeydew offers an online communication platform for Providers and their patients to connect via the Site through the use of synchronous and asynchronous telecommunications technologies. The Site facilitates communication between patients and Providers.
- Honeydew does not provide medical advice or care. Honeydew contracts with an independent, physician-owned medical group, Remote Dermatology, P.C. (the "Provider Group"), which has a network of Providers who provide clinical telehealth services. The Providers, and not Honeydew, are responsible for the quality and appropriateness of the care they render to you. Any information or advice received from a Provider comes from them alone. Neither Honeydew nor any third party who promotes the Site or Service or provides you with a link to the Service shall be liable for any professional advice you obtained from a Provider via the Services, nor for any information obtained on the Site. You acknowledge that your reliance on any Providers or information delivered by the Providers via the Site or Service is solely at your own risk and you assume full responsibility for all associated risks.
- The content of the Site and the Services including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by Honeydew. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by Honeydew, or in connection with any communications supported by Honeydew, is intended to be for general information purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law. While Honeydew facilitates your selection of, and communications with, Providers, Honeydew does not

provide medical services, and the doctor-patient relationship is between you and the Provider.

Risk of telehealth

- By using the Services, you acknowledge the potential risks associated with telehealth services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Provider; delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; and although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

Not an insurance product

- Neither Honeydew nor the Provider Group are insurers. The Services are not insurance products, and the amounts you pay to Honeydew are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

Availability of Services

- Honeydew and Providers operate subject to state and federal regulations, and the Services may not be available in your state. You represent that you are not a person barred from enrolling for and/or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Site and/or the Services is limited exclusively to users located in States within the United States where the Services are available. For a list of current operational states, please review our FAQs. Services are not available to users located outside the United States. Accessing the Site or Services from jurisdictions where content is illegal, or where we do not offer Services, is prohibited.

Privacy practices

- Your submission of information through the Website is governed by Company's Privacy Policy, located at [Privacy Policy](#). You represent and warrant that any information you provide in connection with the Website is and will remain accurate and complete and that you will maintain and update such information as needed.

User Accounts: Security and Restrictions

- Prior to receiving and in order to receive a Consultation, you must create a User account (an "Account") by registering through the Services, and providing us with true, accurate, and complete information as requested on the registration page and medical history questionnaire ("Tell us about your skin")

- You must promptly update all registration information to keep it true, accurate, and complete. Should we suspect that any registration information you provide is not true, accurate, or complete, we have the right to suspend or terminate your use of the Services.
- Your Account and password are personal to you, and you are responsible for maintaining the confidentiality of your Account password, and for all activities that occur under your Account. You may not transfer or share your Account password, and agree to prohibit anyone else from using your Account. Honeydew reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account, including the right to revoke your access to the Site with or without cause. Under no circumstances shall Honeydew be held liable to you for any liabilities or damages resulting from or arising out of your use of the Site or your release of your Account or Account password to a third party.

Age restrictions

- BY USING THE WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, MINORS UNDER THIRTEEN (13) YEARS OLD ARE NOT PERMITTED TO ACCESS OR USE THE WEBSITE OR TO ENTER INTO THIS AGREEMENT, EVEN IF A PARENT OR LEGAL GUARDIAN WOULD BE WILLING TO PROVIDE CONSENT. MINORS UNDER THIRTEEN (13) MAY BECOME PATIENTS OF HONEYDEW ONLY IF THEIR PARENT OR GUARDIAN HAS ENTERED INTO THIS AGREEMENT. A parent or legal guardian of an individual under the age of eighteen (18) may prohibit such individual's use of the Website. If you are the parent or legal guardian of an individual under the age of eighteen (18) and believe that such individual has used the Website without your consent or authorization, please contact us at info@honeydewcare.com. We have the right to terminate your Account without warning or notice to you if we have reason to believe that you are in breach of these representations and/or if any registration information (as defined below) is false or inaccurate.

User guidelines: Access Rights and Restrictions

- The Services are for the personal use of Users only and Users may not use them in connection with any commercial endeavors. You represent and warrant that you will use the Services solely for your own personal benefit and that you will not resell or distribute the Services. You will not use any information obtained from the Services in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without that User's prior explicit consent. You will not: (i) interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services; or (ii) introduce software or automated agents to the Services so as to produce multiple Accounts, generate automated messages, or to strip or mine data from the Services. You will not attempt to impersonate another User or person,

including, without limitation, any employee of Honeydew. At all times, you will use the Services in a manner consistent with any and all applicable laws and regulations.

- Honeydew reserves the right (but is not obligated) to investigate and to take appropriate legal action in its sole discretion for any violation of this provision or this Agreement or any conduct that is offensive, illegal, or violates the rights of, harms, or threatens the safety of, other Users or third parties, including removing such content from the Services, notifying the appropriate authorities, barring violators from accessing the Services, and terminating the Accounts of such violators. Without limiting the foregoing, you agree that you will not post any Prohibited Content. "Prohibited Content" includes content that: (i) is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) bullies, harasses, or advocates stalking, bullying, or harassment, of another person; (iii) involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, or "spamming"; (iv) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) promotes, reproduces, performs or distributes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law; (vi) is involved in the exploitation of persons under the age of 13 in a sexual or violent manner, or solicits personal information from anyone under 13; (vii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and other harmful code; (viii) solicits passwords or personally identifying information for commercial or unlawful purposes from other Users; (ix) except as expressly approved by Honeydew, involves commercial activities and/or promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes; (x) contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; (xi) violates any applicable law, including, but not limited to export laws; or (xii) otherwise violates this Agreement or creates potential liability for Honeydew.
- You agree not to (i) access the Site or use the Services in any unlawful way or for any unlawful purpose; (ii) impersonate or misrepresent your identity or falsely state or misrepresent your current location, medical history, information about your medical condition, or your affiliation with a person or entity; (iii) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code or information on, or received by this Site; or (iv) otherwise use the Services or Site in any manner that exceeds the scope of use granted above.
- Honeydew reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. Violations of system or network security may result in civil or criminal liability. Honeydew will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

Consent to receive calls and text messages

- By providing your phone number, you are agreeing to be contacted by or on behalf of Honeydew and Providers at the number you have provided, including calls and text messages, to receive information (e.g., progress tracking, prescription fulfillment, appointment reminders, etc.) and marketing communications relating to the Site and Services. Message and data rates may apply. You can opt out of receiving further calls and/or texts from us by contacting info@honeydewcare.com or 1-833-801-8010. Please note that by withdrawing your consent you may not receive important and helpful information and reminders about your progress and treatment.

Online payments

- By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due. You understand and agree that you are responsible for all fees due for health care services and pharmacy services, including any fees charged by the health care organization(s) or provider(s). Your payments to Honeydew may include fees charged by health care organization(s) or provider(s) for health care services and/or pharmacy services, which Honeydew collects on their behalf. Any health care services or pharmacy services not made available through the Services are not included in the payments collected by Honeydew and you may be separately charged by the applicable health care providers for such services.
- It is your responsibility to provide current, complete, and accurate information for your billing account. You are responsible for promptly updating all information to keep your billing account current, complete, and accurate (e.g., change in billing address, credit card number, credit card expiration date, or telephone number). You must promptly notify us if your credit card information is canceled or is no longer valid (e.g., loss or theft). Changes to such information can be made at Honeydewcare.com under Payment Information under your account tab.
- Honeydew and the Providers have no obligation to provide any health care services or pharmacy services unless and until full payment has been received and/or verified.

Monthly subscription, caps, cancellations, refunds

- If you purchase a subscription offering on Honeydew, your subscription will automatically renew on each monthly or annual anniversary date of the subscription. By submitting payment demonstrating your consent for automatic monthly or annual renewal of your subscription, Honeydew will charge your payment method with the applicable subscription fee and any shipping and handling costs and sales or similar taxes that may be imposed on your subscription fee payments.
- If you have purchased an annual subscription, you agree that, within the 365-day period beginning on the date of your purchase your membership and each renewal year thereafter, you are limited to twelve (12) clinical visits during such 365-day period as part of your subscription. If you have purchased a monthly subscription, you agree that, within each 30-day period beginning on the date of your purchase your membership and

each renewal month thereafter, you are limited to two (2) clinical visits during such 30-day period as part of your subscriptions. You also agree that you will commit to a 3-month minimum if you have purchased a monthly subscription.

- You may cancel your membership at any time after the 3-month mark for the monthly plan and any time for the annual plan by logging into your account page on www.honeydewcare.com and sending a message to Honeydew support from within your account or email membership@honeydewcare.com. Cancellation requests submitted must be received at least two full calendar days prior to your next billing date to avoid being charged for the following billing cycle. Cancellation requests received after that shall take effect the following billing period. If you cancel your subscription, you will enjoy your subscription benefits until the end of the then-current subscription term, and your subscription benefits will expire at the end of the then-current subscription term for which you have paid. You will not be eligible for a prorated refund of any portion of the subscription fees paid for any unused days of the then-current subscription term.
- If you purchase a monthly subscription and fail to uphold your 3-month minimum commitment, you agree to pay a \$26 penalty.
- Honeydew will issue a subscription refund to you if you have not yet engaged with the Providers or care team, or if you purchased a subscription but could not receive care due to age or location restrictions.

Content and Proprietary Rights

- For purposes of this Agreement, "Content" means any and all postings, messages, text, files, images, photos, video, works of authorship, or other material. Honeydew does not claim ownership in any Content that you originate and publish, display, submit, upload or otherwise transfer ("post") to the Service, including Content that you submit using the Services in connection with any Consultation. You hereby grant to Honeydew a non-exclusive, worldwide, irrevocable, perpetual, fully paid and royalty free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to reproduce, modify, publicly display, publicly perform, prepare derivative works of, transmit, and distribute Content for the purpose of (a) providing you with the Services and (b) creating, using, and disclosing de-identified and/or aggregated data from your Content. You represent and warrant that (i) you own or otherwise have the right to grant the license set forth in this section for the Content that you post on the Service and (ii) your Content does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity. You are solely responsible for any and all Content that is posted by or through your Account on any Service.

Intellectual property

- Upon prompt notification to Honeydew by a copyright owner or a copyright owner's legal agent, it is Honeydew's policy to terminate the Account of any User who repeatedly infringes third party copyright rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent (using the contact information listed below) with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the location on the Service of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Honeydew's Copyright Agent for notice of claims of copyright infringement is as follows: claims@Honeydewcare.com.
- The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are the property of Honeydew, the Provider Group, or its licensors or suppliers, as applicable, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, create derivative works of, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of Honeydew trademarks, service marks, and logos are strictly prohibited without the prior written permission of Honeydew.

Links to other sites

- Honeydew makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Honeydew site, please understand that it is independent from Honeydew, and that Honeydew has no control over the content on that website. In addition, a link to a non-Honeydew website does not mean that Honeydew endorses or accepts any responsibility for the content, or the use, of the linked site. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

Disclaimer of warranties

- HONEYDEW 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 EXPRESS 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. HONEYDEW DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES.

- HONEYDEW DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY.
- WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY HONEYDEW ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED BY HONEYDEW OR THIRD PARTIES WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES. HONEYDEW DOES NOT GUARANTEE THAT THROUGH USE OF OUR SERVICES ANY PRESCRIPTIONS WILL BE WRITTEN FOR YOU. CONTRACTED PROVIDERS DO NOT PRESCRIBE DEA CONTROLLED SUBSTANCES, SUCH AS THOSE CONTAINING OPIOIDS OR AMPHETAMINES. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE USE OR MISUSE OF THE PRODUCTS OBTAINED THROUGH OUR SITE MAY RESULT IN UNDESIRABLE OR UNEXPECTED CONSEQUENCES. HONEYDEW DOES NOT ACCEPT ANY LIABILITY FOR THE CONSEQUENCES ARISING FROM THE APPLICATION, USE, OR MISUSE OF ANY PRODUCTS OR SERVICES CONTAINED ON OR MADE AVAILABLE THROUGH THE SERVICE, INCLUDING ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY AS A MATTER OF NEGLIGENCE, OR OTHERWISE, INCLUDING YOUR FAILURE TO COMPLY WITH ANY WARNING LABELS ATTACHED TO THE PRODUCTS.

Limitations of liability

- EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:
- HONEYDEW SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THE PROVIDERS. HONEYDEW AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO

STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF HONEYDEW TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$50 (FIFTY DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

Indemnification

- You agree to defend, indemnify, and hold harmless Honeydew, the Providers, and any affiliates from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or in equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site, Services or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to Honeydew, or any Provider or customer service agent; and/or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site, Services, or any information on the Site, including, without limitation, infringement of third-party intellectual property rights, privacy rights, or negligent or wrongful conduct.

Dispute resolution

- We will try to work in good faith to resolve any issue you have with the Site, including Services purchased through the Site, if you bring that issue to our attention by emailing support@Honeydewcare.com. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.
- YOU AND HONEYDEW AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE OR YOUR USE OF THE SITE, INCLUDING SERVICES PURCHASED THROUGH THE SITE, WILL BE RESOLVED BY BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS OF USE. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court; however, we agree to cooperate with you to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as though the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Service, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Honeydew are each

waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Service and any other contractual relationship between you and Honeydew.

- If you desire to bring a claim against Honeydew through arbitration, you must first send to Honeydew, by email, a written notice of your claim ("Notice"). The Notice to Honeydew should be addressed to claims@honeydewcare.com. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If Honeydew and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Honeydew may commence an arbitration proceeding or file a claim in small claims court. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Service, including this arbitration provision. Unless Honeydew and you agree otherwise, any arbitration hearings will take place in Wilmington, DE. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules.
- If this agreement to arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Service shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for New York, New York.

Application support

- All questions and requests relating to Site support must be directed to Honeydew. To submit a support request, please email us at support@honeydewcare.com. Honeydew will use commercially reasonable efforts to respond to questions and provide support. Please note that we may change or remove functionality and other features of the Site at any time, without notice.

Assignment

- You may not assign, transfer, or delegate the Terms of Service or any part thereof without Honeydew's prior written consent. Honeydew may freely transfer, assign, or delegate all or any part of the Terms of Use, and any rights or duties hereunder or thereunder. The Terms of Service will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

Right to modify Terms of Service

- We may change these Terms of Service from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Website. Your use of the Website following any changes to these Terms of Service will constitute your acceptance of such changes. The “Last Updated” legend above indicates when these Terms of Service were last changed.

Termination

- These Terms of Service are effective until terminated. You may deactivate your Account at any time, for any reason, by sending an email to membership@honeydewcare.com. Company may terminate or suspend your use of the Website at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service or if any amounts due by you to Company are past due. Upon any such termination or suspension, your right to use the Website will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and Account, and all associated materials, without any obligation to provide any further access to such materials. Your medical records will be retained by Company for a period of five (5) years, unless a longer period is required by state or federal law, after which they may be destroyed. If you are younger than twenty three (23) years old on the date the records may potentially be destroyed, your records will be kept until you reach the age of 23, or longer if required by state or federal law. Any termination or discontinuance of the Website pursuant to the provisions set forth in this section shall be subject to compliance with any notice or waiting period provided by applicable law.

Miscellaneous

- If any provision of these Terms of Service are found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Service and will not affect the validity and enforceability of any remaining provision.