

Cryoablation Wellness Partner

Subscription Service Agreement and Terms of Use

Last Update: 11.05.2023

1. Introduction

This Subscription Service Agreement and Terms of Use ("Agreement") govern the use of the Cryoablation Wellness Partner subscription service ("SERVICE") provided by Serenity Surgery & Wellness ("PRACTICE"). The SERVICE allows patients who have undergone breast cryoablation ("SUBSCRIBER") to communicate with doctors ("DOCTORS") and access televisit appointments for comprehensive support and care. By subscribing to the SERVICE, you agree to the terms and conditions outlined in this Agreement.

2. The SERVICE

1. **Scope:** The SERVICE provides access to the PRACTICE's Patient's Portal, offering SUBSCRIBERS convenient access to medical advice, a better understanding of their care needs, televisit appointments (if included), thorough medical record review, help with ordering tests, care coordination, alternative therapy guidance, and proactive monitoring of potential health indicators.
2. **Duration:** The subscription duration will be determined at the time of purchase. The default duration is 12 months, but it may be shorter if subscriptions are purchased through promotions.
3. **Availability:** The SERVICE is generally available to paying SUBSCRIBERS. However, the PRACTICE may offer access to some or all parts of the SERVICE at no cost for evaluation or promotional purposes (TRIAL PERIOD). The PRACTICE reserves the right to terminate access to the SERVICE during the TRIAL PERIOD at any time. Non-paying users (referred to as USERS) are subject to the terms of this Agreement.
4. **Televisit Scheduling:** Televisits must be scheduled through the office, and availability depends on the practice's schedule. SUBSCRIBERS should message the doctor with their concerns to assess clinical necessity.
5. **Non-Transferable:** The SERVICE is not transferable. SUBSCRIBERS agree not to share access or login credentials with others.
6. **Health Information:** Health information should only be transmitted via the electronic medical record software provided by the PRACTICE.

7. **Communication:** SUBSCRIBERS should not initiate messages or requests via email or direct text messages to DOCTORS.
8. **Emergency Situations:** The SERVICE is not intended for addressing medical emergencies. In case of emergencies, SUBSCRIBERS must call 911 or visit the nearest medical emergency facility.
9. **Individual Applicability:** Recommendations provided through the SERVICE are for the SUBSCRIBER only and are not intended to be applicable to anyone else.
10. **Confidential Information:** During the use of the SERVICE, SUBSCRIBERS may receive oral and/or written proprietary information that belongs to the PRACTICE. SUBSCRIBERS agree not to copy, reproduce, or disseminate any information generated by the PRACTICE or its PRODUCTS.
11. **Insurance Coverage:** The SERVICE is considered an elective service, and traditional health insurance plans are unlikely to cover its cost.

3. Messaging

SUBSCRIBERS have access to secure messaging as part of the SERVICE. The PRACTICE is committed to providing responsive and effective communication to enhance the SUBSCRIBER's experience. The following guidelines outline the messaging process:

1. **Focus on Relevant Topics:** Messaging should primarily center around topics related to breast cancer care, cryoablation, and wellness. SUBSCRIBERS are encouraged to use messaging as a platform to seek guidance, clarification, and information pertaining to these specific areas.
2. **Message Response Time:** The PRACTICE will make reasonable efforts to promptly respond to messages from SUBSCRIBERS in accordance with the indicated turnaround time specified in SUBSCRIBER's chosen subscription plan. The turnaround time for responding to a message will be counted from the moment the last message was received by the PRACTICE.
3. **Turnaround Time Variability:** The specific response time may vary based on the subscription plan chosen by the SUBSCRIBER. The response times for Plan 1 (Essential) and Plan 2 (Comprehensive) are outlined in the respective plan details.
4. **Importance of Clear Communication:** SUBSCRIBERS are encouraged to provide clear and concise information in their messages to facilitate a more accurate and timely response from the PRACTICE.
5. **Communication for Non-Emergency Purposes:** Messaging is intended for non-emergency purposes. For urgent medical concerns or emergencies,

SUBSCRIBERS are advised to call 911 or seek immediate medical attention at the nearest healthcare facility.

6. **Excessive Message Requests:** The PRACTICE acknowledges the possibility that SUBSCRIBERS may submit an unreasonable number of messages consecutively. To ensure fair and effective use of the messaging feature, additional guidelines are established.
7. **Message Request Limit:** SUBSCRIBERS are encouraged to use messaging for relevant and non-emergency inquiries related to breast cryoablation and wellness. To maintain the quality and responsiveness of the SERVICE, there is a predefined limit of three (3) active messages on the number of consecutive messages that can be submitted within a specific time frame.
7. **Notification of Limit:** In the event that a SUBSCRIBER reaches or exceeds the predefined message request limit, they will receive a notification from the PRACTICE indicating that their message request capacity has been reached.
8. **Handling Excessive Requests:** When a SUBSCRIBER exceeds the message request limit, they are advised to prioritize their inquiries and consolidate them into fewer messages whenever possible. Messages outside of the limit will be queued and answered in the order they were received.
9. **Extended Communication:** If a SUBSCRIBER requires extended or ongoing communication beyond the predefined message request limit, they are encouraged to explore options such as scheduling a televisit appointment as part of their subscription plan. Televisit appointments provide a more comprehensive platform for addressing complex or multifaceted inquiries.
10. **Fair Use:** The message request limit is in place to ensure that messaging remains accessible and manageable for all SUBSCRIBERS. By adhering to this limit, SUBSCRIBERS contribute to a fair and equitable use of the messaging feature.

3. Use of AI Content

1. **AI Content and Educational Purpose:** SUBSCRIBERS will have access to computer-generated content in the form of the AI Chatbot (SERENE), which has been enhanced by the PRACTICE to provide answers to general questions about breast cancer care, cryoablation, and wellness. It is important to note that SERENE's responses are intended for educational purposes only and should never be used as the sole basis for making medical decisions.
2. **Supplementing Knowledge:** SUBSCRIBERS are encouraged to utilize SERENE to enhance their understanding of relevant topics and gather general information. However,

it is essential to consult with a qualified medical professional for personalized medical advice and to make informed decisions regarding their health and treatment.

3. **Consulting Medical Professionals:** The PRACTICE and SERENE AI Chatbot are not liable for any actions taken by SUBSCRIBERS solely based on the information or content provided by the AI. The use of SERENE does not replace the need for direct medical consultation and guidance from healthcare professionals.
4. **Ownership and Use of Content:** The content generated by SERENE AI Chatbot and the sources from which the content originates belong to the PRACTICE (Serenity Surgery & Wellness). SUBSCRIBERS are not authorized to copy, reproduce, share, or disseminate the PRACTICE's content without explicit written consent.
5. **Third-party Solutions:** Additionally, the availability and functionality of the service may depend on third-party software solutions. While the PRACTICE will make reasonable efforts to ensure the subscription runs smoothly, no liability shall be placed on the PRACTICE for any disruptions or downtime caused by these third-party services.
6. **Disclaimer and Non-Liability:** The PRACTICE and SERENE AI Chatbot are not liable for any actions taken by SUBSCRIBERS solely based on the AI's information or content, emphasizing the need for direct medical consultation and guidance from healthcare professionals.

4. Subscription Pricing

SUBSCRIBERS are responsible for the payment of their chosen subscription plan as outlined on the PRACTICE's website. The initial consultation fee is included in all subscription plans.

Information about the SERVICE's prices can be found at <https://serenitysurgery.com/wellness>

5. Refund Policy

The SERVICE is subject to the PRACTICE's general refund policy, which can be found at <http://serenitysurgery.com/refund-policy>.

6. Privacy and Data Security

1. **Commitment to Data Protection:** The PRACTICE is committed to safeguarding the privacy and security of SUBSCRIBER information. SUBSCRIBER's data will be treated with the utmost confidentiality, and the PRACTICE will make reasonable efforts to protect SUBSCRIBER's data from unauthorized access, disclosure, or alteration.

2. **Privacy Policy Acknowledgment:** All data transmitted through the SERVICE is subject to the PRACTICE's Privacy Policy. SUBSCRIBER acknowledges and agrees to the terms of the Privacy Policy, which outlines how SUBSCRIBER's data is collected, used, and protected.
3. **Response to Data Incidents:** In the event of any data breach or security incident that may compromise SUBSCRIBER's data, the PRACTICE will take prompt action to investigate and address the situation in accordance with applicable laws and regulations.
4. **Consent and Data Security Measures:** SUBSCRIBER's use of the SERVICE implies consent to the practices outlined in the Privacy Policy and the reasonable data security measures employed by the PRACTICE.

7. Termination by the SUBSCRIBER

The SUBSCRIBER has the option to terminate their subscription in accordance with the following terms:

1. **Cancellation Within the First 30 Days:** SUBSCRIBERS have the right to cancel their subscription within the initial 30 days of enrollment. In such cases, the cost of termination will be limited to the initial consultation fee. This allows SUBSCRIBERS to evaluate the SERVICE and determine whether it aligns with their needs and expectations.
2. **Notice of Cancellation:** To initiate the cancellation process, SUBSCRIBERS must provide written notice to the PRACTICE within the specified 30-day period. This notice should clearly state the SUBSCRIBER's intent to terminate the subscription.
3. **No Refunds Beyond the Initial 30 Days:** It's important to note that after the initial 30 days have elapsed, SUBSCRIBERS are not eligible for a refund for the remaining duration of their subscription. SUBSCRIBERS will be responsible for any financial obligations as per the terms of this Agreement for the duration specified at the time of enrollment.
4. **Contacting the PRACTICE:** SUBSCRIBERS can reach out to the PRACTICE's designated contact point for inquiries, cancellations, or other subscription-related matters to facilitate the cancellation process.

8. Termination by the PRACTICE

The PRACTICE reserves the right to terminate the SUBSCRIBER's access to the SERVICE, with or without prior notice, in the event of any of the following circumstances:

1. **Violation of Terms:** SUBSCRIBER's violation of any of the terms and conditions outlined in this Agreement or any other policies and guidelines provided by the PRACTICE.

2. **Adverse Conduct:** SUBSCRIBER engages in conduct that is deemed adverse to the financial interests of the PRACTICE, including but not limited to fraudulent activities, unauthorized use of the SERVICE, or any other actions that harm the PRACTICE's reputation or financial well-being.
3. **Security Circumvention:** SUBSCRIBER attempts to circumvent, disable, or tamper with security measures, restrictions, or technical safeguards put in place by the PRACTICE to protect the integrity and security of the SERVICE and its data.
4. **Non-Payment:** If a SUBSCRIBER fails to make payment for their subscription as per the agreed-upon terms, the PRACTICE may terminate their access to the SERVICE.
5. **Abuse of Services:** If a SUBSCRIBER engages in repeated abuse of the SERVICE, such as excessive and disruptive messaging or misuse of the televisit appointments, the PRACTICE may consider this as a valid reason for termination.
6. **Breach of Privacy:** If a SUBSCRIBER breaches the privacy of other SUBSCRIBERS or violates their confidentiality in any way, this could lead to termination.
7. **Violations of Privacy Laws:** If a SUBSCRIBER's actions violate applicable privacy laws or regulations, the PRACTICE may terminate their subscription to comply with legal requirements.
8. **Non-Compliance with Medical Recommendations:** If a SUBSCRIBER consistently disregards or refuses to follow recommended medical advice provided through the SERVICE, this may be considered a valid reason for termination, as it may undermine the intended purpose of the SERVICE.
9. **Discretionary Termination:** Termination under this clause may occur at the sole discretion of the PRACTICE, and the PRACTICE shall not be liable to the SUBSCRIBER or any third party for any damages or losses resulting from such termination.
10. **Effects of Termination:** Upon termination, SUBSCRIBER's access to the SERVICE will be immediately revoked, and any outstanding subscription fees shall not be refunded. SUBSCRIBER shall remain responsible for any outstanding financial obligations as per the terms of this Agreement.
11. **Legal Remedies and Actions:** The PRACTICE may also pursue legal remedies or take appropriate actions in response to violations, adverse conduct, or security circumvention, as deemed necessary.

9. Modification of Terms

The PRACTICE reserves the right to modify the terms of this Agreement at any time. SUBSCRIBER will be notified of any changes, and continued use of the SERVICE constitutes acceptance of the revised terms.

10. Arbitration for Resolution of Legal Disputes

This arbitration clause is intended to facilitate a fair and efficient resolution of disputes without resorting to costly and time-consuming litigation. Both parties agree to comply with the arbitrator's decision and waive any rights to pursue legal action through the courts.

1. **Arbitration:** In the event of any legal disputes, claims, controversies, or disagreements arising out of or relating to this Agreement or the use of the SERVICE, both parties agree to resolve such matters through binding arbitration. This arbitration shall be conducted in accordance with the rules of a recognized arbitration organization chosen by the PRACTICE.
2. **Exclusion of Litigation:** SUBSCRIBER agrees to waive their right to a trial by jury and to participate in any class action lawsuit or class-wide arbitration.
3. **Arbitrator's Decision:** The arbitrator's decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court with competent jurisdiction.
4. **Costs:** The costs associated with the arbitration, including but not limited to arbitrator fees, shall be borne equally by both parties unless otherwise determined by the arbitrator's decision.
5. **Governing Law:** The arbitration shall be governed by the laws of South Carolina.

11. Contact Information

For inquiries, cancellations, or other subscription-related matters, please contact the PRACTICE at the provided contact information.

<https://serenitysurgery.com/contact-us>

12. Acknowledgment and Agreement

1. **Acknowledgment of Terms:** By subscribing and using the SERVICE, you acknowledge that you have read, understood, and agreed to abide by the terms and conditions of this Agreement.
2. **Effective Date:** This Agreement is effective as of the date of subscription.