

Virtual Consultation Terms & Informed Consent

DOCUMENT DT-LEGAL-007 · LAST UPDATED AUGUST 15, 2026

STATUS
ATTORNEY REVIEW DRAFT

PUBLICATION / USE
BLOCKED PENDING HEALTH-DATA, PAYMENT AND PROVIDER CONFIGURATION

Current service representation. The public page describes a one-on-one Zoom consultation lasting about 45 minutes, a secure intake and private photo upload, and a personalized plan delivered within approximately 24–48 hours. It also says production payment is to occur through Stripe when configured. The consultation price and geographic eligibility were not publicly verified.

1. Purpose and scope

The virtual consultation is an aesthetic skincare service designed to discuss the client's cosmetic skin concerns, current routine, product use, preferences and goals and to provide a nonmedical skincare plan or product recommendations within the provider's lawful professional scope.

It is not a medical examination, diagnosis, treatment, prescription service or substitute for dermatology or other healthcare. If the client's concern appears to require medical assessment, Dew Theory may decline to advise on it and recommend appropriate medical care.

2. Remote-assessment limitations

A remote consultation is limited by camera quality, lighting, image resolution, internet connection, the absence of hands-on examination and the accuracy/completeness of information the client provides. Color, texture and lesions may appear differently on screen or in photographs. Dew Theory cannot guarantee that every relevant condition or contraindication can be identified remotely.

3. Intake information

The current consultation page contemplates information about skin concerns, routine, products, sensitivity, treatment history and lifestyle factors such as hydration, stress, sleep, hormones, makeup and SPF. Dew Theory may ask only questions reasonably relevant to the service and safety of recommendations.

Information about medications, prescription skincare, pregnancy/hormonal status, allergies, reactions or physical condition can be sensitive or statutory consumer health data. Collection must occur only after the required privacy notices and, where applicable, affirmative consumer-health-data consent have been presented.

4. Service-use photographs

The current process asks for multiple facial photographs to support the consultation. These service-use images should be privately stored, access-limited and used only for consultation, recommendation, safety, documentation and related support purposes described in the Privacy Policy and Photo & Intake Authorization.

Service-use photography is not permission to publish a client's image. Marketing/publicity use requires a separate, optional, affirmative authorization.

5. Technology and video provider

The current page identifies Zoom as the intended video service. **[TO CONFIRM: production video account, settings, recording configuration, contractual/privacy configuration and geographic availability.]** Dew Theory should not record the consultation by default. Any recording requires separate notice and consent as required by applicable law.

6. Scheduling, price and payment

[BUSINESS DECISION REQUIRED: consultation price, taxes if applicable, deposit/prepayment rule, cancellation/rescheduling rule, no-show rule and refund treatment.] Production payment provider configuration must be verified before a payment is accepted.

Submitting intake information alone does not guarantee an appointment. The appointment becomes confirmed only through the production booking workflow.

7. Timing of intake and recommendations

The public page asks clients to submit intake at least 24 hours before the appointment and describes a plan within approximately 24–48 hours. Before publication, Dew Theory should confirm these service-level representations can be operationally met. They should be described as target timeframes rather than an unconditional guarantee where delays may reasonably occur.

8. Recommendations and products

Recommendations may include over-the-counter cosmetic skincare, Skin Script products or routine sequencing. Product recommendations should be based on the information available and should not imply a medical cure or diagnosis. Dew Theory may sell products it recommends; that commercial relationship should be apparent and recommendations should not be represented as independent medical advice.

9. Prescription skincare and medical escalation

Clients should not stop or change prescription products solely because of a virtual consultation unless instructed by the authorized prescriber. The public page appropriately cautions clients not to stop prescription medication unless their prescriber says to do so. If a reported symptom, lesion, reaction or medication issue appears outside aesthetic scope, the client should be referred to an appropriate healthcare professional.

10. Privacy, consumer health data and records

Consultation intake, photos, recommendations, communications, consent evidence and technical records are handled under the Privacy Policy. If a consumer-health-data law applies, the separate Consumer Health Data Privacy Policy and required consent/rights workflow must be activated before collection.

[BUSINESS DECISION REQUIRED: approve retention periods for intake, service-use photos, consultation notes, recommendations, consent evidence and video metadata.]

11. Communication risks

Email, ordinary SMS and consumer video services can involve confidentiality and delivery risks. Dew Theory should use the approved secure workflow for sensitive intake/photos and should avoid requesting sensitive details through unsecured promotional channels when a secure alternative is available.

12. Technology failure

If the service cannot proceed because of a material failure of Dew Theory's video or booking system, Dew Theory should make a reasonable attempt to reconnect or reschedule. **[BUSINESS DECISION REQUIRED: refund/reschedule rule for client-side and provider-side technology failure.]**

13. Withdrawal of consent

A client may withdraw from the consultation before or during the service. Withdrawal does not require Dew Theory to erase records that must lawfully be retained, but future optional processing should stop as required by law. Withdrawal of optional marketing/photo permission does not affect access to the core consultation.

14. Client acknowledgments

By affirmatively accepting this consent, the client acknowledges that:

- the service is aesthetic and nonmedical;
- remote assessment has limitations;
- the client will provide information that is materially accurate to the best of their knowledge;
- Dew Theory may recommend that a concern be evaluated by a healthcare professional;
- recommendations do not guarantee a specific result;
- service-use photos are distinct from optional marketing permission; and
- privacy and consumer-health-data disclosures apply to the submitted intake and photos.

15. Required website assent language

Use a required, unbundled checkbox immediately before scheduling/payment:

I have read and agree to the Dew Theory Virtual Consultation Terms & Informed Consent and Booking, Cancellation & No-Show Policy, and I acknowledge the Aesthetic Services & Skincare Disclaimer. I understand this is aesthetic skincare guidance, not medical diagnosis or treatment.

Use a second required checkbox for service-use intake/photos:

I authorize Dew Theory to collect and use the intake information and service-use photographs I submit to prepare for and provide my consultation, as described in the Privacy Policy and Consultation Photo & Intake Authorization.

Where a consumer-health-data law requires separate consent, present a third consent that specifically identifies the categories, purposes and sharing authorized. Do not bundle it with general Terms acceptance.

Optional marketing authorization must remain separate and unchecked by default.

16. Signature / electronic acknowledgment

Client legal name: _____

Date of birth / age confirmation: _____

Electronic assent timestamp: _____

Consultation/appointment ID: _____

Policy/consent version: _____