

dew theory

S K I N — C A R E

Terms of Use & Sale

Legal Policy

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DOCUMENT DT-LEGAL-002

EFFECTIVE DATE · UPON APPROVAL AND PUBLICATION

LAST UPDATED · AUGUST 15, 2026

DEWTHEORYCO.COM

ATTORNEY REVIEW DRAFT
BLOCKED PENDING PO FACTS

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STATUS
ATTORNEY REVIEW DRAFT

PUBLICATION / USE
BLOCKED PENDING PO FACTS

Drafting basis. This document is tailored to the public Dew Theory website audited on August 15, 2026. Where the live site expressly identifies a feature or commercial term as a mock, working draft, unconfigured, or not finalized, this document does not convert that item into a binding promise. Bracketed decision markers are publication gates and are cross-referenced in DEW_THEORY_LEGAL_OPEN_ITEMS.

1. Agreement and publication status

These Terms of Use and Sale govern use of dewtheoryco.com and purchases from Dew Theory once approved and published. By using the Site after publication, a visitor agrees to the website-use provisions. A customer should affirmatively agree to the sale terms at checkout before an order is submitted.

The legal operator and merchant of record are **[BUSINESS DECISION REQUIRED: legal entity name, state of organization, business address, and merchant of record.]**

2. Eligibility and minors

A purchaser must have legal capacity to enter into the transaction or act through an authorized parent/guardian. The Site should not permit a child under 13 to submit personal information through interactive forms without a COPPA-compliant process. Paid aesthetic services for minors must remain disabled until Dew Theory confirms minimum age, state scope restrictions, parent/guardian requirements, and any procedure-specific limitations.

3. Website use and accounts

Dew Theory may make portions of the Site available without a customer account. Staff/admin credentials are for authorized operators only. Users may not misuse the Site, probe or circumvent security, interfere with service, scrape in a manner that creates unreasonable load, submit unlawful or infringing content, impersonate another person, or use the Site for fraudulent transactions.

4. Educational tools, skin quiz and routine builder

The skin quiz, routine builder, articles, product sequences, and other educational content provide general aesthetic skincare information. They do not diagnose disease, prescribe medication, establish a clinician-patient relationship, or replace evaluation by a physician or other qualified healthcare professional. A recommendation may be inappropriate because of allergy, sensitivity, prescription therapy, pregnancy, underlying condition, or other individual circumstances.

5. Intellectual property

Unless otherwise stated, the Site's Dew Theory branding, original text, layout, graphics, photographs, video, compilations and other original materials are owned by or licensed to Dew Theory and protected by applicable intellectual-property law. Third-party product names, marks, images and materials, including Skin Script materials, remain the property of their respective owners. No license is granted except the limited right to use the Site for personal, lawful purposes.

6. Products and Skin Script

Dew Theory currently markets Skin Script products. Product descriptions should be consistent with current supplier labeling and substantiation. Product packaging and Drug Facts, when applicable, control over conflicting website shorthand. Sunscreen products are regulated as drugs or drug/cosmetic products in the United States and must be marketed consistently with applicable labeling and regulatory requirements.

Product availability, packaging, ingredient lists, sizes and supplier information may change. Customers with known allergies or sensitivities should review the current physical label before use. Dew Theory should not make unsubstantiated disease-treatment, antimicrobial, anti-inflammatory, cellular, melanin/tyrosinase or other drug/structure-function claims for cosmetic products.

7. Pricing, promotions and errors

Prices are displayed in U.S. dollars unless the Site states otherwise. Taxes and shipping are added as shown at checkout. Dew Theory may correct typographical, catalog, inventory, or pricing errors before accepting an order. If an error is discovered after payment, Dew Theory should offer cancellation/refund or another lawful remedy rather than silently changing a paid order.

Promotions are subject to the specific published offer terms. The public FAQ identifies DEW15 as a seeded placeholder percentage pending launch economics; it must not be treated as an approved live offer until authorized. **[BUSINESS DECISION REQUIRED: launch promotions and promo restrictions.]**

8. Shipping charges

The current public cart and shipping page state: **\$7 flat shipping when the free-shipping threshold is not met; free shipping at a product subtotal of \$49 or more; threshold measured before promo-code discounts.** These values are the only shipping-price facts treated as currently established in this draft. See the Shipping and Delivery Policy for operational terms.

9. Checkout, payment and order acceptance

Submitting checkout information is an offer to purchase, not acceptance by Dew Theory. An order is accepted when Dew Theory issues an acceptance/fulfillment confirmation or otherwise begins fulfillment after successful payment, subject to inventory and fraud review.

The current site describes Stripe as the intended payment path when configured and a local mock path for development when keys are absent. **Mock checkout must never be presented as a live completed payment. [TO CONFIRM: production processor, merchant account, tax configuration, and order-confirmation behavior.]**

Dew Theory may refuse or cancel an order for lawful reasons such as suspected fraud, payment failure, inventory error, prohibited destination, material catalog error, or quantity/resale concerns. A charged amount for a canceled order should be refunded promptly to the original payment method unless law requires otherwise.

10. Taxes

Applicable sales, use or similar taxes will be calculated or collected as required by law and the production commerce configuration. **[BUSINESS DECISION REQUIRED: sales-tax nexus/configuration and states to which Dew Theory will ship.]**

11. Fulfillment and delivery

The Shipping and Delivery Policy is incorporated into these Terms. Dew Theory will not promise an unverified processing or transit period. Under the FTC's Mail, Internet, or Telephone Order Merchandise Rule, the business must have a reasonable basis for any advertised shipping time; if no shipping time is stated, the rule generally uses 30 days, subject to required delay notices, consent, and refund rights.

12. Returns, refunds, exchanges and adverse reactions

The Returns, Refunds and Exchanges Policy is incorporated into these Terms. The current site expressly states that the return window and nonreturnable list are not finalized. **No return guarantee is created by this draft.**

[BUSINESS DECISION REQUIRED: return window, condition requirements, opened-product rule, return shipping, refund timing, exchange rules, damaged/incorrect goods process, and adverse-reaction handling.]

Non-waivable consumer rights remain available.

13. Appointments and services

Bookings are subject to the Booking, Cancellation and No-Show Policy, Aesthetic Services and Skincare Disclaimer, and any procedure-specific informed consent. The current service names, durations and prices are publicly labeled a working draft and are not adopted as binding by these Terms. Deposits and cancellation windows are also unset. Paid in-studio services must not launch until practitioner/facility licensing and state scope are verified.

14. Virtual consultations

Virtual consultations are aesthetic skincare guidance, not medical diagnosis or treatment. Remote visual assessment has limitations. The Virtual Consultation Terms and Informed Consent, Privacy Policy, and applicable Photo/Intake or Consumer Health Data terms govern the flow. Dew Theory should collect affirmative, versioned clickwrap consent before checkout or intake.

15. Third-party services

The Site may link to or integrate third-party services such as payment, video conferencing, calendar, email, fulfillment or social platforms. Third-party terms and privacy practices may apply independently. Dew Theory is responsible for its own representations and vendor-management obligations but does not control an independent provider's service availability.

16. Disclaimers

To the maximum extent permitted by law, the Site and its general informational content are provided without a guarantee of uninterrupted or error-free operation. Product and aesthetic results vary by person. Nothing in these Terms excludes warranties, remedies or liabilities that cannot lawfully be excluded.

No disclaimer permits Dew Theory to misrepresent product performance, professional credentials, service scope, pricing, privacy practices or legal rights.

17. Limitation of liability - attorney review draft

ATTORNEY REVIEW REQUIRED. To the maximum extent permitted by applicable law, Dew Theory proposes that indirect, incidental, special, consequential or punitive damages arising from ordinary use of the Site or a commercial transaction be excluded where enforceable, and that any aggregate contractual limitation be calibrated to the transaction at issue. This clause must be tailored to the confirmed operating state, consumer-protection law, service risk, insurance program, and entity structure before publication. Nothing should limit liability that law prohibits limiting, including for willful misconduct or other non-waivable liability.

18. Indemnification - limited attorney-review option

For ordinary consumers, broad one-sided indemnification can create avoidable fairness and enforceability concerns. This draft does **not** impose a blanket consumer indemnity. Counsel may consider a narrow provision for losses caused by a user's unlawful misuse, infringement, fraud, or intentional security interference.

19. Governing law and disputes

[BUSINESS DECISION REQUIRED: confirm operating entity, principal state, governing law, venue and consumer-law carve-outs.] No mandatory arbitration or class-action waiver is included in this draft. Counsel may separately evaluate whether arbitration is appropriate after considering applicable state/federal law, costs, opt-out design and brand/customer implications.

20. Changes, severability and contact

Changes should apply prospectively after publication unless law permits otherwise. If a provision is unenforceable, it should be enforced to the maximum lawful extent without invalidating the remainder where appropriate.

Legal/customer contact: **[BUSINESS DECISION REQUIRED: support/legal email, mailing address, and telephone number if offered.]**