

- **No Medical Advice:** Site content is informational only and not medical advice.
- **No Emergencies:** Do not use the Site for emergencies. Call 911 or go to the nearest emergency room.
- **Do Not Send PHI:** Do not submit Protected Health Information (PHI), patient records, or sensitive medical information via Site forms or email links. Website communications may not be secure. For clinical details, call CuraWell.

CuraWell LLC

Website Terms and Conditions of Use

Website: www.curawellwoundcare.com

Last Updated: December 19, 2025

Applies To: Visitors and users of the CuraWell website (the “Site”), including any information request forms, scheduling request tools, and other publicly available pages.

Business Address: 8206 Rustic Park Ct, Houston, TX 77083 United States

Contact: +1 (713) 489-4301 • info@curawellwoundcare.com

IMPORTANT SAFETY & PRIVACY NOTICES (WEBSITE)

Review by counsel: These Terms are a legal agreement. CuraWell recommends that you review them with legal counsel before posting for public use.

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1. Acceptance of These Terms

These Website Terms and Conditions of Use (the “Terms”) govern your access to and use of the website located at www.curawellwoundcare.com (the “Website” or “Site”), which is owned and operated by CuraWell LLC (“CuraWell,” “we,” “us,” or “our”). By accessing or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, do not access or use the Site.

2. Scope; Relationship to Clinical Services

These Terms apply only to your use of the Site and receipt of information or materials made available through the Site.

2.1 No Patient-Provider Relationship Created by Website Use

Use of the Site does not create a patient-provider relationship and does not, by itself, constitute the provision of healthcare services.

2.2 Separate Clinical Documents

If CuraWell provides clinical services (including mobile/in-home wound care), those services may be governed by separate documents, including patient consents, intake forms, financial policies, authorizations, and other agreements. Those documents control to the extent they conflict with these Terms.

2.3 Business-to-Business Arrangements

If you interact with CuraWell as a business partner, vendor, contractor, or covered entity/business associate, your relationship may be governed by separate written agreements (including, where applicable, a Data Processing Addendum (DPA) and/or a Business Associate Agreement (BAA)).

3. Definitions

For purposes of these Terms:

- “Content” means all text, data, graphics, images, video, audio, software, code, and other materials on the Site.
- “User,” “you,” “your” means any person who accesses or uses the Site.
- “User Submissions” means information you submit through the Site (e.g., contact forms, appointment requests, messages).
- “PHI” means Protected Health Information as defined under HIPAA.
- “Permitted Purposes” means personal, non-commercial use to learn about CuraWell, make general inquiries, and request contact or scheduling as allowed by the Site.

4. Changes to These Terms

We may modify these Terms at any time. Unless otherwise required by applicable law, changes become effective upon posting and apply to your subsequent use of the Site. The “Last Updated” date reflects the most recent revision.

5. Eligibility

You may use the Site only if you can form a legally binding contract with CuraWell under applicable law and are not prohibited from using the Site under applicable law.

The Site is intended for users located in the United States. CuraWell operates primarily in Texas.

6. Grant of License; Permitted Use

Subject to your compliance with these Terms, CuraWell grants you a limited, revocable, non-exclusive, non-transferable license to access and use the publicly available portions of the Site solely for the Permitted Purposes.

You may not use the Site or Content for any commercial purpose without CuraWell’s prior written consent.

7. Restrictions; Prohibited Uses

You agree you will not, and will not attempt to:

- Copy, reproduce, distribute, publicly display, publish, modify, create derivative works from, or exploit any portion of the Site or Content except as expressly permitted by these Terms or applicable law.
- Use scraping, crawling, data-mining, robots, or similar data-gathering or extraction tools on the Site.
- Interfere with or disrupt the Site, its servers, or networks connected to the Site.
- Attempt unauthorized access to any portion of the Site, accounts, systems, or networks.
- Upload or transmit malware, viruses, or harmful code.
- Use the Site to violate any law or regulation or infringe the rights of others (including privacy rights).
- Submit false, misleading, defamatory, threatening, harassing, or unlawful content.

CuraWell may investigate suspected violations and may cooperate with law enforcement where appropriate.

8. User Submissions; Communications

8.1 General Inquiries Only; No PHI via Website

Site forms and email links are intended for general inquiries. You agree not to submit PHI, patient records, or sensitive medical details through the Site.

8.2 No Security Guarantee for Website Communications

Website communications may not be encrypted or secure. You assume the risk of transmitting information via the Site. If you need to discuss clinical details, contact CuraWell by phone.

8.3 License to Use Submissions

To the extent permitted by law and subject to CuraWell's Privacy Policy, you grant CuraWell a non-exclusive, worldwide, royalty-free license to use your User Submissions to respond to your inquiry, administer and improve the Site, maintain business records, and operate CuraWell's services.

8.4 Right to Refuse or Remove

CuraWell may refuse, remove, or disable User Submissions that violate these Terms, applicable law, or the Site's purposes.

9. Information Requests; Appointment/Scheduling Requests

The Site may allow you to request contact or scheduling. Submitting a request does not guarantee availability, acceptance, response time, or that CuraWell will provide services.

CuraWell may decline requests for lawful reasons including capacity, service area limitations, clinical appropriateness, staffing availability, or operational constraints.

10. No Medical Advice; No Emergencies

10.1 Informational Purposes Only

Content on the Site is provided for general informational purposes only and is not intended as medical advice, diagnosis, or treatment. Always seek the advice of a qualified health provider with questions regarding a medical condition.

10.2 Emergencies

Do not use the Site for emergencies. Call 911.

11. Links to Third Parties; External Services

The Site may contain links to third-party websites or services. CuraWell does not control and is not responsible for third-party content, availability, practices, or policies. Your use of third-party sites is at your own risk.

If CuraWell uses third-party tools (e.g., analytics, forms, scheduling), those providers may have separate terms and privacy policies that apply.

12. Intellectual Property; Ownership

The Site and all Content are owned by CuraWell or its licensors and are protected by intellectual property laws. CuraWell reserves all rights not expressly granted in these Terms.

12.1 Trademarks

“CuraWell,” CuraWell logos, and related marks are trademarks or service marks of CuraWell. You may not use them without prior written permission.

12.2 Feedback

If you submit feedback or suggestions, you grant CuraWell the right to use them without restriction or compensation to you.

13. Privacy Policy and Notices Incorporated by Reference

Your Site use is also subject to CuraWell’s Website Privacy Policy and applicable notices posted or linked on the Site, including (as applicable): (i) CuraWell’s HIPAA Notice of Privacy Practices; (ii) the No Surprises Act / Good Faith Estimate notice; (iii) the Non-Discrimination / Section 1557 notice; and (iv) other disclosures posted on the Site. These documents are incorporated by reference.

If there is a conflict between these Terms and the Privacy Policy regarding personal information collected via the Site, the Privacy Policy controls.

14. Disclaimer of Warranties

THE SITE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CURAWELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

CuraWell does not warrant that the Site will be uninterrupted, error-free, secure, or free of harmful components.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CURAWELL WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CURAWELL’S TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SITE SHALL NOT EXCEED USD \$100 OR THE AMOUNT YOU PAID TO ACCESS THE SITE (IF ANY), WHICHEVER IS GREATER.

Some jurisdictions do not allow certain limitations; in that case, liability is limited to the maximum extent permitted by law.

16. Indemnification

You agree to defend, indemnify, and hold harmless CuraWell and its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, judgments, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) your violation of these Terms; (ii) your misuse of the Site; (iii) your User Submissions; or (iv) your infringement of third-party rights.

17. Termination; Suspension

CuraWell may suspend or terminate your access to the Site at any time, with or without notice, if CuraWell reasonably believes you violated these Terms or if necessary to protect CuraWell, the Site, or third parties.

18. Electronic Communications; Consent to Contact

18.1 Electronic Communications

By using the Site or contacting CuraWell electronically, you consent to receive communications from CuraWell electronically and agree that electronic communications satisfy any legal requirement that such communications be in writing.

18.2 Calls and Text Messages

If you provide a telephone number, you authorize CuraWell to contact you at that number regarding your inquiry or requested services, including by call or text message, including via automated technology where permitted by law. Consent is not required as a condition of purchasing services. Message/data rates may apply. You may opt out of marketing texts by replying STOP.

19. Accessibility and Non-Discrimination

CuraWell strives to provide an accessible experience for users, including individuals with disabilities. If you have difficulty accessing the Site, contact CuraWell for assistance.

CuraWell complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, sex, age, or disability. Language assistance and auxiliary aids/services may be available as described in CuraWell's Non-Discrimination / Section 1557 Notice.

20. Copyright / DMCA Notice

If you believe any Site content infringes your copyright, notify CuraWell at info@curawellwoundcare.com and include sufficient information to identify the copyrighted work and the allegedly infringing material.

21. Governing Law; Venue

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles. Any legal action arising out of or relating to these Terms or the

Site shall be brought exclusively in state or federal courts sitting in the judicial district that includes Houston, Texas, and you consent to personal jurisdiction there.

CuraWell may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

22. Severability

If any provision is held invalid or unenforceable, it shall be enforced to the maximum extent permitted and the remainder will remain in full force and effect.

23. No Waiver

Failure to enforce any provision is not a waiver of future enforcement of that provision or any other provision.

24. Assignment

You may not assign these Terms without CuraWell's prior written consent. CuraWell may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of assets.

25. Entire Agreement

These Terms, together with the Privacy Policy and notices incorporated by reference, constitute the entire agreement regarding Site use and supersede any prior understanding regarding the Site.

Appendix A — Contact Information

CuraWell LLC
8206 Rustic Park Ct, Houston, TX 77083 United States
+1 (713) 489-4301
info@curawellwoundcare.com

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