

# Terms and Conditions

StudioMeds, PLLC

**Effective Date:** May 10, 2026

**Version:** 2.0

**Last Updated:** May 10, 2026

---

## 1. Acceptance of Terms

By accessing or using the StudioMeds, PLLC ("StudioMeds," "we," "us," or "our") website at [studiomed.com](http://studiomed.com) or [prescriptions.studiomed.com](http://prescriptions.studiomed.com) and the services made available through those websites, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree, do not use our services.

These Terms apply to all individuals who request, purchase, or attempt to purchase a virtual medical evaluation through StudioMeds.

## 2. Nature of the Service

StudioMeds provides virtual medical evaluations performed by a Michigan-licensed physician. The purpose of the evaluation is to determine whether it is medically appropriate for the patient to use a specific over-the-counter topical anesthetic during a tattoo or permanent makeup procedure performed by a separately licensed body art professional, in compliance with Michigan Administrative Rule R 333.13109(5).

If the physician determines that the patient is medically appropriate, the physician will issue a written approval document, referred to in these Terms and elsewhere on the platform as a "prescription," authorizing the patient's use of a specified over-the-counter product during the patient's procedure.

### Important clarifications:

- StudioMeds does not sell, dispense, ship, or distribute any medication or product.
- The product authorized in the physician's approval is an over-the-counter product that the patient obtains independently from a retail source of their choice.
- The fee paid is solely for the professional medical evaluation and the physician's clinical decision-making, including issuance of the approval document if clinically appropriate.
- StudioMeds is not a pharmacy and does not perform tattoo or permanent makeup procedures. Procedural execution is the independent responsibility of the licensed body art professional performing the procedure.

## 3. Eligibility

To use the service, you must:

- Be 18 years of age or older.
- Be physically located in the State of Michigan at the time of the evaluation.
- Provide accurate and complete information in response to all intake questions.
- Have the legal capacity to consent to medical evaluation and treatment.

The service is not available to individuals located outside the State of Michigan, individuals under 18, or individuals unable to provide informed consent.

#### **4. Medical Disclaimer**

StudioMeds does not provide emergency care. If you are experiencing a medical emergency, call 911 or seek immediate in-person medical attention.

The service does not replace a primary care physician, ongoing medical care, or any other physician-patient relationship. The evaluation is limited in scope to the specific clinical question of whether you are medically appropriate to receive a specified over-the-counter topical anesthetic for use during a body art or permanent makeup procedure.

#### **5. Evaluation Outcomes**

Submission of an intake questionnaire does not guarantee approval, issuance of a prescription, or any specific clinical outcome. Clinical decisions are made at the sole professional discretion of the evaluating physician based on the information you provide and the physician's clinical judgment.

If the physician determines that you are not medically appropriate to receive the anesthetic, you will not be charged. If the physician approves you and issues a prescription, the service is considered fully rendered upon delivery of the prescription to your email address.

#### **6. Fees and Payment**

The fee for the virtual medical evaluation is \$35.00 per evaluation. Payment is required prior to physician review and is processed by a third-party payment processor.

You will not be charged if you are determined not to be medically appropriate to receive the anesthetic prescription based on your intake questionnaire and physician review.

StudioMeds does not offer subscriptions, recurring billing, payment plans, HSA or FSA processing, or insurance billing of any kind. The service is cash-pay only.

#### **7. Refund Policy**

The full StudioMeds Refund Policy is available on the StudioMeds website and is incorporated into these Terms by reference.

Summary of the refund policy:

- You will not be charged if you are determined not to be medically appropriate to receive the anesthetic prescription. No refund is necessary because no charge has occurred.
- Once the physician has completed the evaluation and a prescription has been issued and delivered to your email address, the service is considered fully rendered and no refunds will be issued, except as specifically provided for in the Refund Policy for narrow circumstances such as duplicate charges or technical delivery failures.

By purchasing the service, you acknowledge and agree to the Refund Policy.

## **8. Recommended Products and Affiliate Relationships**

In the course of issuing the prescription, the physician may recommend specific over-the-counter products for use during your procedure. Some of these recommendations may include affiliate links to retailers (including but not limited to the StudioMeds Amazon storefront).

If you purchase a recommended product through an affiliate link, StudioMeds may receive a commission from the retailer. This commission does not affect the price you pay for the product.

The clinical recommendation of any product is made solely on the basis of the prescribing physician's clinical judgment and is independent of any commission structure. The physician's recommendation is not affected by which retailer the patient chooses or whether any commission is paid. The full clinical reasoning supporting product recommendations is documented in the StudioMeds Clinical Rationale for Recommended Topical Anesthetic Products, available on request.

The prescription approval is complete and valid regardless of where you purchase the recommended product. You may obtain the recommended product from any retailer of your choice.

## **9. Electronic Communications**

By using the service, you consent to receive communications from StudioMeds electronically, including but not limited to email delivery of the prescription, service-related notices, and required disclosures. You agree that any such communications satisfy any legal requirement that communications be in writing.

## **10. Intellectual Property**

All content on the StudioMeds websites, including text, graphics, logos, images, and the StudioMeds name and brand, is the property of StudioMeds, PLLC or its licensors and is protected by copyright, trademark, and

other intellectual property laws. You may not reproduce, distribute, or use any of this content without prior written permission from StudioMeds.

## **11. Limitation of Liability**

To the maximum extent permitted by Michigan law, StudioMeds, PLLC and its officers, employees, and contractors are not liable for indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the service.

This limitation does not apply to liability that cannot be limited or excluded under Michigan law, including liability for medical negligence, gross negligence, intentional misconduct, or violation of professional licensing obligations. Nothing in these Terms is intended to limit or waive any rights or remedies that you have under Michigan law as a patient.

## **12. Indemnification**

You agree to indemnify and hold harmless StudioMeds, PLLC and its officers, employees, and contractors from any claims, losses, or expenses (including reasonable attorneys' fees) arising from your provision of false or misleading information in the intake questionnaire, your misuse of the prescribed product, or your material breach of these Terms. This indemnification does not apply to claims arising from the professional conduct of the prescribing physician or from any negligence or misconduct attributable to StudioMeds.

## **13. Dispute Resolution**

Any dispute arising out of or relating to these Terms or the services provided by StudioMeds shall be resolved as follows:

The parties shall first attempt in good faith to resolve any dispute through direct communication. You may initiate this process by contacting [admin@studiomeds.com](mailto:admin@studiomeds.com).

If the dispute is not resolved through direct communication within 30 days, the parties agree to submit the dispute to binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. The arbitration shall take place in Saginaw County, Michigan or at another location mutually agreed upon by the parties. Either party may, in the alternative, bring an individual claim in small claims court if the claim is within the jurisdictional limits of that court.

You and StudioMeds each waive the right to participate in a class action, class arbitration, or representative proceeding. Any arbitration shall be conducted on an individual basis only.

Nothing in this section limits any right that cannot be waived under Michigan law, including any right to bring a complaint to the Michigan Department of Licensing and Regulatory Affairs or any other regulatory authority.

## **14. Governing Law**

These Terms are governed by the laws of the State of Michigan, without regard to its conflict-of-law principles. Any action arising from these Terms that is not subject to the arbitration provision in Section 13 shall be brought in the state or federal courts located in Saginaw County, Michigan.

## **15. Changes to These Terms**

StudioMeds may update these Terms from time to time. Material changes will be communicated by email to active patients and posted on the StudioMeds websites. Continued use of the service after a material change has been communicated constitutes acceptance of the revised Terms.

The version of these Terms that applies to any individual patient encounter is the version in effect at the time the patient submits the intake questionnaire and pays the evaluation fee. The platform records the version accepted by each patient as part of the patient's record.

StudioMeds, PLLC

3120 S. Christy Way

Saginaw, MI 48603

Email: [admin@studiomed.com](mailto:admin@studiomed.com)

Phone: (989) 272-3451