Pulsenmore ES - Terms of Sale

1 Acceptance. By placing an order and checking the box at checkout, you agree to these Terms of Sale, our Privacy Policy, and any program consents applicable to your purchase. If you do not agree, do not place an order.

2. Eligibility; Prescription Verification. Sales are limited to individuals age 18+ in the United States with a valid prescription from a licensed healthcare provider. Your order is contingent on successful prescription verification. We may cancel any order that does not meet eligibility or verification requirements and, if applicable, refund amounts paid as described below.

3. Intended Use Summary. The Pulsenmore ES is intended for single patient use during a single pregnancy between approximately weeks 14–38 and is not intended for users with a BMI of 40 or higher. Use requires a compatible smartphone as described in the User Manual. For complete instructions and safety information, see the User Manual. Patient use during a single pregnancy between approximately weeks 14–38 and is not intended for users with a BMI of 40 or higher. Use requires a compatible smartphone as described in the User Manual. For complete instructions and safety information, see the User

4. Account Registration; Accuracy of Information. You may need to create an account or submit information to order and use the Device, including personal, shipping, prescription, and billing details. You agree that all information you provide is accurate, complete, and current, and you will promptly update it as necessary. You authorize us to verify prescription information (including use of the NPPES NPI Registry or other verification systems) and to contact your provider to validate orders, protocol, or eligibility. Account credentials must be kept confidential. You are responsible for all activity under your account.

5. Pricing, Taxes, and Promotions. Prices, bundles, and shipping options are shown at checkout and may change before order confirmation. Applicable taxes, fees, and shipping charges will be added. Promotional offers are subject to their stated terms and may not be combined unless expressly permitted.

6. Payment Authorization; Fraud Screening. You authorize us and our payment processor to charge your selected payment method for the full order amount, including taxes and shipping. You represent that you are authorized to use the payment method. All orders are subject to verification and fraud screening; we may cancel or refuse any order suspected of unauthorized activity.

7. Insurance or Medicaid (if available). Where offered, we may assist with billing to private insurance or Medicaid. Coverage is not guaranteed. If coverage is denied or partially approved, you are responsible for any remaining balance unless prohibited by law.

8. Shipping, Delivery, Title, and Risk of Loss. Available shipping methods and estimated timelines are displayed at checkout. We will send a confirmation email when your order is processed and shipped, with tracking when available. Title and risk of loss pass to you upon delivery by the carrier to your address unless otherwise required by applicable consumer protection law. Delivery restrictions may apply.

9. Order Changes, Cancellations, Returns, and Refunds. You may cancel an order before prescription verification or shipment by contacting Customer Support see detailed below. If your order is canceled due to verification or eligibility issues, we will refund amounts paid to the original

payment method, less any applicable fees as permitted by law. For safety and hygiene, the Device is single patient use and may be ineligible for return once opened, except in cases of defect or where required by law. If a return is permitted, you must obtain a Return Merchandise Authorization (RMA) and follow our return instructions. Shipping and handling are nonrefundable unless the return results from our error. Additional terms apply to defective or DOA devices. patient use and may be ineligible for return once opened, except in cases of defect or where required by law. If a return is permitted, you must obtain a Return Merchandise Authorization (RMA) and follow our -refundable unless the return results from our error. Additional terms apply to defective or DOA devices.

10. Limited Warranty; Remedies. Subject to these Terms, the hardware Device is warranted to be free from defects in materials and workmanship under normal, prescribed use for its expected useful life during a single pregnancy, specifically from week 14 to week 40 of gestation. This warranty excludes damage caused by misuse, usability issues, unauthorized modification, accidents, neglect, improper storage, use outside intended indications (including multi-patient use, or multiple fetuses pregnancy), or use with incompatible devices or accessories. Your exclusive remedy for breach of warranty is repair or replacement of the Device or refund of the purchase price, at our option, if you return the Device according to our RMA procedures.

11. Disclaimers. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DEVICE AND RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.-INFRINGEMENT.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR DATA, ARISING FROM OR RELATED TO YOUR PURCHASE OR USE OF THE DEVICE. OUR TOTAL LIABILITY FOR ANY CLAIM RELATED TO THE DEVICE WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE DEVICE.

13. Export and Sanctions Compliance. You may not purchase, use, export, or reexport the Device except as authorized by United States law and the laws of your jurisdiction. You represent that you are not located in a country subject to U.S. embargo and are not on any U.S. government list of prohibited or restricted parties.-export the Device except as authorized by United States law and the laws of your jurisdiction. You represent that you are not located in a country subject to U.S. embargo and are not on any U.S. government list of prohibited or restricted parties.

14. Force Majeure. We are not responsible for delays or failures to perform due to causes beyond our reasonable control, including carrier delays, labor disputes, acts of God, or telecommunications outages.

15. Changes to Terms. We may update these Terms of Sale from time to time. The updated terms are effective upon posting, and your subsequent purchase constitutes acceptance.

16. Governing Law; Dispute Resolution. These Terms of Sale are governed by the laws of the Commonwealth of Delaware without regard to conflict of laws rules. Disputes will be resolved as set out in our **Terms of Use (Arbitration and Class Action Waiver)**, which is incorporated by reference.

17. Electronic Communications; ESign Consent. You consent to receive order related communications electronically and agree that electronic records and signatures satisfy legal requirements for writings and signatures.

18. Contact; Returns and Warranty Service. For order questions, cancellations, returns, and warranty service, contact:

Company: Pulsenmore Americas LLC

Address: 35 17th Street, Jericho, NY 11753

Email: support@pulsenmore.com

Phone: (833) 733-2229

Hours: 09:00 – 17:00