

Pulsenmore ES Website Terms of Use

LAST UPDATED FEBRUARY 23, 2026

These Terms of Use (collectively, the “**Terms**”) constitute a legally binding agreement between **Pulsenmore Ltd.** (“**Pulsenmore**,” “**we**,” “**our**,” or “**us**”) and you, the patient and purchaser (“**you**” or “**your**”), governing your access to and use of the website [<https://pulsenmore.com/en-us/shop>] and related webpages, content, features, and services (the “**Site**”), as well as your purchase and use of the **Pulsenmore ES** home ultrasound device and related services (collectively, the “**Devices**” and “**Services**”). By accessing the Site or placing an order, you represent that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use the Site or purchase Devices.

DO NOT USE THE SITE FOR MEDICAL EMERGENCIES. IF YOU HAVE A MEDICAL EMERGENCY, CALL A PHYSICIAN OR QUALIFIED HEALTHCARE PROVIDER, OR CALL 911 IMMEDIATELY.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

These Terms incorporate by reference our Privacy Policy located at <https://pulsenmore.com/en-us/privacypolicy/> and any additional terms presented at checkout or otherwise made available to you (e.g., Patient Terms of Service, end user license agreement, or program consents). The Site and Device are intended for use by individuals in the United States with a valid prescription from a licensed healthcare provider, as described on the Site.

1. Eligibility; U.S. Use Only

You must be at least 18 years of age, a resident of the United States, and capable of entering into a binding agreement to use the Site and purchase Devices. You may not use the Site or purchase Devices if you are located outside the United States or in any jurisdiction where the Devices or Services are not permitted.

The Pulsenmore ES is for single pregnancies between about 14 and 38 weeks. It’s for one person only and not intended for users with a BMI of 40 or higher. Use requires a valid prescription from a licensed healthcare provider and smartphone compatibility as described on the Site.

2. No Medical Advice; Prescription Requirement; Emergency Use Prohibited

Pulsenmore is not a healthcare provider and does not practice medicine. Any medical information on the Site is for informational purposes only and is not a substitute for professional medical advice, diagnosis, or treatment. Do not use the Device for emergency situations or as a replacement for prenatal care; always call 911 or your local emergency number in an emergency. The Device is available only by prescription. Your order is contingent upon successful prescription verification and any required provider approvals. If your prescription cannot be verified or is inconsistent with the intended use, we may cancel your order and, if applicable, issue a refund as described in Section 13.

3. Device Description; Intended Use; Safety and Regulatory Information

The Pulsenmore ES is a home ultrasound device designed to enable guided ultrasound scans from your home using your smartphone, with images accessible to your prescribing clinician for review. The device supports app-guided and clinician-guided sessions, as prescribed. The Device employs 2D low-frequency ultrasound, ALARA principles, predefined protocols, and smart scanning limits to promote safe use. All scans are subject to review and interpretation by your clinician through secure access. The device is intended to be used by a single patient and shall not be transferred between patients. Refer to the [User Manual](#) for complete instructions and safety details.

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. Prohibited Conduct

You agree not to: use the Device contrary to instructions, [labeling](#), prescription, or safety limits; modify, copy, reverse engineer, or decompile the Device; use the Device for any multi-patient or commercial purpose; resell or transfer the Device; infringe intellectual property rights; interfere with or disrupt the Site; introduce malicious code; use any automated means to access the Site; or violate applicable laws or regulations.

6. Clinical Services; Professional Independence

If your package includes clinician-guided sessions or remote review, those professional services are provided by your clinician or healthcare provider, not by Pulsenmore. Clinicians are solely responsible for clinical judgment, interpretation, and advice. Pulsenmore does not control clinical decisions and is not responsible for provider acts or omissions.

8. Privacy; Data Practices; Communications

Our collection, use, and disclosure of personal information are described in our Privacy Policy. Certain data, including scan data, may be shared with your clinician for review and interpretation, consistent with your prescription and consents. The Site and form may capture partial user data even if an order is not completed; see our Privacy Policy for details. By providing your email or mobile number, you consent to receive transactional communications, and, if you opt in, occasional updates, product news, and promotional messages, which you can opt out of at any time.

7. Orders; Prescription Verification; Insurance; Medicaid

Order availability is limited to individuals with a valid prescription and within the intended use parameters. We may require you to upload a prescription, provide prescriber details and NPI, and authorize verification. Orders may be paid out-of-pocket or, where available, processed via private insurance or Medicaid; coverage is not guaranteed. If insurance or Medicaid coverage is denied or only partially approved, you are responsible for any remaining balance unless prohibited by law. We may cancel any order in our discretion if eligibility, prescription, or verification requirements are not met.

Before using certain areas of the Site you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked “I Accept,” “I Agree,” “Okay,” “I Consent” or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms and any Click-Through Agreement, the Click-Through Agreement will govern.

8. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND DEVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EXCEPT FOR THE LIMITED WARRANTY IN SECTION 14, PULSENMORE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PULSENMORE DOES NOT WARRANT THAT THE SITE OR DEVICE WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE, UNINTERRUPTED, SECURE, OR THAT DEFECTS WILL BE CORRECTED. DEVICE INDICATIONS, SAFETY LIMITS, AND USAGE PARAMETERS ARE SUBJECT TO CLINICIAN DIRECTION AND THE USER MANUAL, AND DEVIATIONS MAY COMPROMISE SAFETY OR PERFORMANCE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION AND THAT MAY NOT BE LIMITED BY THESE TERMS, PROVIDED HOWEVER YOU AGREE AND ACKNOWLEDGE THAT TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WAIVE ANY SUCH STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PULSENMORE OR ITS AFFILIATES, LICENSORS, SUPPLIERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SITE OR DEVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, PULSENMORE’S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE, OR DEVICES SHALL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THE DEVICE GIVING RISE TO THE CLAIM.

BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, APPLE'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

10. Indemnification

You agree to defend, indemnify, and hold harmless Pulsenmore and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or relating to your (a) breach of these Terms, (b) misuse of the Site, (c) violation of law or third-party rights, and (d) negligence or willful misconduct.

11. Intellectual Property

The Site and Device design, content, and all related intellectual property are owned by Pulsenmore or its licensors and are protected by law. You are granted no rights in or to the foregoing except as expressly set forth in these Terms. You may provide feedback about the Site or Devices; we may use feedback without restriction or obligation.

12. Third-Party Services and Links

The Site may reference or integrate third-party services, such as payment processors or provider verification tools. Pulsenmore is not responsible for third-party services, and your use is subject to the third party's terms and privacy policies.

13. Export, Sanctions, and Legal Compliance

You may not use, export, or re-export the Device except as authorized by United States law and the laws of the jurisdiction in which the Device was obtained. You represent that you are not located in a country subject to U.S. embargo or on any U.S. government list of prohibited or restricted parties.

14. Force Majeure

Pulsenmore shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, labor disputes, strikes, shortages, riots, acts of war, terrorism, governmental action, pandemic, telecommunications failures, or power outages.

15. Changes to the Site, Devices, and Terms

We may modify or discontinue the Site, Device, or Services, and we may update these Terms, at any time. Updates to the Terms will be posted with an updated Effective Date. Your continued use of the Site or purchase of Devices after changes become effective constitutes acceptance of the updated Terms.

16. Governing Law; Arbitration; Class Action Waiver

These Terms, and any dispute, claim, or controversy arising out of or relating to these Terms or the Device, or Services (whether based in contract, tort, statute, fraud, misrepresentation, or other legal theory and whether arising during or after the termination of your use of the Services (collectively, "**Disputes**"), will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without giving effect to any choice-of-law or conflict-of-laws rules or principles that would result in the application of the laws of any other jurisdiction, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. You and Pulsenmore agree that any and all Disputes between you and Pulsenmore will be resolved exclusively by final and binding arbitration, on an individual basis, administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and, where applicable, its Supplementary Rules for Consumer-Related Disputes (collectively, the "**AAA Rules**"), as modified by this section. The arbitration will be conducted by a single, neutral arbitrator. Unless you and Pulsenmore agree otherwise, the arbitration hearing will take place in New York, New York, U.S.A., or, at your election, by telephone or video conference, or solely on written submissions, if the arbitrator finds that the matter can be fairly resolved on that basis. The language of the arbitration will be English. The arbitrator will have exclusive authority to resolve all Disputes, including any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this agreement is void or voidable, will be decided by a court of competent jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU KNOWINGLY AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY COURT PROCEEDING

ARISING OUT OF OR RELATING TO THESE TERMS OR ANY DISPUTE BETWEEN YOU AND PULSENMORE.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND PULSENMORE AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR PURCHASE OR USE OF THE DEVICE SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION. YOU AND PULSENMORE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS OR COLLECTIVE PROCEEDING, INCLUDING CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

17. Notice; Electronic Communications; E-Sign Consent

You consent to receive communications from us electronically, including via email, SMS, and through the Site and Pulsenmore mobile application, and agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing. You consent to the use of electronic signatures and records in connection with transactions on the Site.

18. Miscellaneous

These Terms constitute the entire agreement between you and Pulsenmore regarding the Site and Devices and supersede all prior agreements on the same subject. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. You may not assign or transfer these Terms without our prior written consent; we may assign these Terms in connection with a merger, acquisition, or sale of assets. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Headings are for convenience only.

19. Contact Information; Notices; Complaints

If you have questions or concerns about the Site, App, or Devices, please contact us at:

Company: Pulsenmore Americas LLC

Address: 35 17th Street, Jericho, NY 11753

Email: support@pulsenmore.com

Phone: (833) 733-2229

Hours: 09:00 – 17:00

Consumers in certain states may have specific rights; for questions or complaints, you may also contact your state's consumer protection agency.
