

Terms of Service

Last updated: June 2024

Pulsenmore Ltd. ("**Pulsenmore**", "**us**", "**our**", or "**we**"), a company incorporated in the State of Israel with company no. 515139129, offers a home ultrasound service that can be used in connection with the guidance of a healthcare professional ("**Services**"). If you are a healthcare professional ("**Healthcare Professional**") working with a clinic or healthcare provider with which we have engaged ("**Clinic**"), the Services will be accessible to you through the "**Clinician Dashboard**". You will be able to make the Services, including associated devices ("**Device**") and our mobile app ("**App**") accessible for use by your patients and to track and monitor ultrasound scans they conduct.

These Terms of Service ("**Terms**") govern your access and use of the Services as a Healthcare Professional. Our Privacy Notice ("**Privacy Notice**"), available at [reference], governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice).

These Terms and your use of the Services are subject to our agreement with the Clinic and will be terminated in the event of termination of that agreement.

The Services are not intended to replace or substitute for any standard treatments, monitoring methods, or medical or professional advice, nor are results meant to be used on a standalone basis for clinical decision-making. While the Services are intended to assist in monitoring certain conditions, as a healthcare professional, you are solely responsible for ensuring proper care of your patients and for any decisions you make based on information provided through the Services or Clinician Dashboard.

Please read these Terms carefully. By clicking on the button marked "I agree" you assent to these Terms. We may change these Terms from time to time and by continuing to use the Services following any changes, you agree to the amended Terms.

1. Use of Services

- 1.1. Subject to these Terms and our agreement with the Clinic, Pulsenmore allows you to access and use the Services and the Clinician Dashboard on a personal, non-exclusive basis in connection with the applicable Clinic that has provided you with access. The above right does not permit you to use the Services or Clinician Dashboard, or to provide others with access to the App, Device, or Services in any commercial capacity or to transfer such rights to any third party.
- 1.2. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are at least 18 years old, and have the ability to form a binding contract; (d) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you. The right to access

the Services is revoked where these Terms or use of the Services is prohibited.

2. Registration

- 2.1. In order to use the Services, you will need to have a registered account. To complete the registration process, you must provide all (additional) registration information that we request. We may indicate that the provision of some information is optional, but your agreement to provide such information may assist us in providing you with improved Services.
- 2.2. Certain users may have accounts designated as "Administrator" accounts. Different services and information may be available through Administrator accounts. Following initial setup of an account for the Clinic, the Administrator may add additional Healthcare Professionals as users by providing their email addresses.
- 2.3. Administrators and other Healthcare Professionals who are users can then register patients in order to enable them to use the Service, including providing them with access to the App and a Device. Each Healthcare Professional will only have access to information about patients associated with his or her account, while the Administrator will have access to information available through all Healthcare Professional accounts associated with the applicable Clinic.
- 2.4. If you provide any personal details of any other individuals for purposes of registration (either to register such individual as a Healthcare Professional or as a patient), you represent and warrant that you have any right, consent and license required under applicable law to provide Pulsenmore with the Personal Data of that individual and that you are solely responsible for providing Pulsenmore with information only related to the Clinic with which your account is associated and patients under your professional care.
- 2.5. Subject to applicable law, Pulsenmore may refuse to open an account for any individual at its sole discretion. You may only use the Clinician Dashboard for your own use and may not allow any others to use your account. You agree to notify us immediately of any unauthorized use of your account. You are solely responsible for the security of your computer and all activity on your account, even if such activities were not conducted by you. To the fullest extent permitted by applicable law, Pulsenmore will not be liable for any losses or damage arising from unauthorized use of your account. We do not police for and cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

3. Termination of Services

- 3.1. We may suspend or terminate your use of the Services at any time and may take any other corrective action we deem appropriate upon occurrence of any of the following events: (i) termination, suspension or expiration of our agreement with the Clinic for any reason; (ii) violation of the letter or spirit of these Terms, (iii) behavior that is fraudulent, illegal or harmful to our business interests; (iv) there is a security or privacy risk or threat; (v) where suspension is needed to protect our rights, property or safety

or that of our users; or (vi) where we are required to by law; or (vii) where the Clinic instructs us to suspend or terminate your use of the Services. If your use of the Services is terminated, you may not rejoin Pulsenmore without permission and you may be blocked from future use of the Services. Pulsenmore may modify or discontinue the Services for all users at any time.

- 3.2. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services. We will cooperate with any law enforcement authorities or court order directing or requesting that we disclose information of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.
- 3.3. You may request that the relevant Clinic terminate your use of the Services. Suspension or termination of the Services shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, limitation of liability), which by their sense and context are intended to survive such suspension or termination.

4. **User Content**

- 4.1. Through the Clinician Dashboard, you will be able to provide certain types of content, including details relating to patients ("**User Content**").
- 4.2. You are solely responsible for any User Content that you submit. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PULSENMORE EXPRESSLY DISCLAIMS ALL LIABILITY IN CONNECTION WITH USER CONTENT. PULSENMORE DISCLAIMS ALL LIABILITY FOR THE ACTS OR OMISSIONS OF USERS (INCLUDING UNAUTHORIZED USERS) THAT ARE NOT SOLELY DUE TO PULSENMORE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

5. **User Content Restrictions**

- 5.1. Pulsenmore has no obligation to accept, display, or maintain any User Content. Moreover, Pulsenmore reserves the right to remove and permanently delete any User Content uploaded by you without notice if such User Content is suspected to be infringing or in the event of termination of the applicable account. You are and shall remain fully and solely responsible for any User Content that you provide. You represent and warrant that any User Content that you provide complies with applicable law and that you have all necessary rights, licenses, consents, and authorities required under applicable law to provide such User Content.
- 5.2. Without limiting the above, you agree that you will not transmit, submit or upload any User Content or act in any way that: (i) violates the legal rights of others; (ii) infringes the intellectual property, moral, publicity, privacy, or other rights of any third party; (iii) does not comply with all applicable laws, rules and regulations; and/or (iv) contains any virus, worm, trojan horse, or other harmful or disruptive component.

- 5.3. Pulsenmore may, at its sole discretion, choose to monitor User Content for inappropriate or illegal behavior, including through automatic means, provided however, that Pulsenmore reserves the right to treat User Content as content stored at the direction of users for which Pulsenmore will not exercise editorial control except when violations are directly brought to Pulsenmore's attention.
6. **Use Restrictions.** You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the hardware, software or firmware without our prior written authorization, including framing or mirroring any part of the Clinician Dashboard or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Clinician Dashboard or Services or features that prevent or restrict use or copying of any content available through the Clinician Dashboard; (3) use the Clinician Dashboard or Services or content thereon in connection with any commercial endeavors in any manner; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Clinician Dashboard or Services; (5) use or access another user's account or information without permission; (6) use the Clinician Dashboard or Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.
7. **Intellectual Property.** Pulsenmore or its licensors, as the case may be, have all right, title, and interest in the Clinician Dashboard and Services, and any content thereon, including its overall appearance, text, graphics, graphics design, videos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Clinician Dashboard or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Clinician Dashboard or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or on the Clinician Dashboard or Services, should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Pulsenmore or any third party. By providing User Content, you do allow us to use it in connection with the Services, including copying, modifying, and preparing derivative works of it where necessary in order to provide the Services, as well as for improvement of the Services. If you provide us with any feedback regarding our Services, you agree that we may use it and share it freely.
8. **Disclaimers and Disclaimer of Warranty**
- 8.1. All information and content on or through the Clinician Dashboard or Services is for informational purposes only and Pulsenmore provides no guarantees with respect thereto. Your use of the Clinician Dashboard or Services is at your sole discretion and risk. The Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs.
- 8.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR

STATUTORY, RELATING TO THE CLINICIAN DASHBOARD AND/OR SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE CLINICIAN DASHBOARD AND/OR SERVICES; (II) THAT THE CLINICIAN DASHBOARD OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION PROVIDED.

- 8.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
- 8.4. You acknowledge and agree that Pulsenmore is not a data retention service. Pulsenmore shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any data, including scans that have been conducted using Devices.
- 8.5. **Please note that, unless otherwise agreed with the applicable Clinic, any User Content that you provide will not be considered a medical record and Pulsenmore shall not be liable for retention of such User Content as a medical record. Notwithstanding the above, Pulsenmore may retain User Content as may be necessary to defend against legal claims.**

9. Limitation of Liability

- 9.1. Without derogating from any of the above, we assume no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. We shall not be responsible for any loss or damage, including personal injury or death, resulting from the conduct of any users of the Services. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Pulsenmore, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.
- 9.2. IN NO EVENT SHALL PULSENMORE OR ANY OF ITS OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH

YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER PULSENMORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF \$100.

10. **Indemnification.** You agree to indemnify, defend, and hold harmless Pulsionmore and its employees, directors, officers, subcontractors and agents from and against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your account and/or smartphone (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Services; (c) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under applicable law. You may not settle or compromise on such suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.
11. **Notices.** Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after providing notice through the Clinician Dashboard or via email transmission.
12. **Miscellaneous.** These Terms shall be governed solely by the laws of the State of Israel, and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in the State of Israel shall have exclusive jurisdiction to hear any disputes arising hereunder. Notwithstanding the foregoing, Pulsionmore may seek injunctive relief in any court of competent jurisdiction. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Pulsionmore or enables you to act on behalf of Pulsionmore. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.