

Terms of use for patients

Last updated: November 2025

Pulsenmore Ltd. ("Pulsenmore", "us", "our", or "we") is pleased to offer you the opportunity to use its home ultrasound service, available through its proprietary mobile application ("App"). These Terms of Service ("Terms") govern your access and use of the App, the associated Pulsenmore ultrasound device ("Device"), and services available through the App ("Services"). Our Privacy Notice ("Privacy Notice"), available at [Legal - PULSENMORE | Home Ultrasound](#), governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "You" means an individual in the United States who is authorized by a participating health system, clinic, HMO, or other healthcare provider under contract with Pulsenmore (a "Clinic") to use the Services. These Terms and your use of the App and Device are subject to our and your separate agreements with the Clinic and will be terminated in the event of termination of any of those agreements.

The use of the Services is intended and only permitted for use together with the guidance and oversight of a healthcare professional. The Services do not replace any treatment or advice to be provided by healthcare professionals. No content or information that may be available through the Services constitutes or should be substituted for health, medical or other professional advice. Do not disregard, avoid or delay obtaining medical advice from a qualified professional because of information or content provided through the Services. You are solely responsible for any decisions you make based on information provided through the Services.

Please read these Terms carefully. By clicking on the button marked "I agree" you consent 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, Pulsenmore grants you a limited, personal, revocable, non-exclusive, and non-transferable right to use the App, Device, and Services solely under your Clinic's supervision for personal, non-commercial purposes.
- 1.2. The Services may be accessed and used only in locations where permitted by applicable law. You represent and warrant that (a) all 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 App, Device, and Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you. If any portion of the Services is not permitted under the laws of your jurisdiction, that portion will not be offered or made available, but the remainder of the Terms will continue to apply to the fullest extent permitted.

2. Activation and Registration

- 2.1. In order to activate the Services and, if relevant, to link your scans with your file in the Clinic, you will need to get an activation code from your Clinic and input it to the App. You may also use a Clinic's app that passes this code to the App automatically.

- 2.2.** The Clinic may require you to provide certain information or complete questionnaires in order to allow for proper configuration of the Device and management of the Scans (as defined below). These questionnaires may be completed prior to activation of the Services or may be completed through the App, at the Clinic's discretion. The Clinic may have additional requirements in order to allow you to register to the service, such as a requirement that you register on the Clinic's app or online platform.
- 2.3.** In addition, you may be asked to complete optional additional questionnaires through the App. These are not required but your agreement to complete these questionnaires may assist us in providing you and/or other users with improved Services.
- 2.4.** You are only entitled to use the App for your own use and may not allow any third party to use your App and/or Device. You agree to notify the relevant Clinic immediately of any unauthorized use of your Device, the App, or the Services. You are solely responsible for maintaining the security and confidentiality of your account credentials, your smartphone, and all activity using your Device, App or the Services, whether or not you have authorized such activity. To the fullest extent permitted by applicable law, Pulsenmore will not be liable for any losses or damage arising from any access to or use of your Device, App, account, or the Services, including unauthorized or fraudulent activity. . We are under no obligation to monitor or review your use of the Services, and we cannot guarantee that we will detect or prevent any unauthorized or inappropriate use of the Services.

3. Scans

- 3.1.** By using the Device, App and Services, you will be able to conduct ultrasound scans ("Scans") and produce ultrasound images according to the instructions displayed in the App or otherwise provided by the Clinic during a clinician-guided session. Scans may be conducted with the guidance and control of the Clinic's relevant healthcare professional in real-time or may be conducted with the guidance of the App. Subject to Section 3.4 hereunder, they will then be uploaded to a cloud managed by Pulsenmore and the relevant Clinic personnel (subject to proper authentication and authorization controls) for asynchronous review by the Clinic.
- 3.2.** You may not exceed a maximum number of Scans determined by the Clinic (on a daily and/or cumulative basis). If you begin a Scan but do not complete all elements of the Scan within the allotted time, it will be marked as an incomplete Scan and may not be uploaded for review by a clinician, however, it will be counted toward your total maximum number of permitted Scans. Upon completion of any Scan, you should be responsible to verify that the Scan was successfully uploaded.
- 3.3.** Through the App, you will have access to a record of the Scans conducted and the dates on which they were conducted, though you will not be able to see the Scans themselves.
- 3.4.** We are not responsible and shall not be held liable for any use made by the Clinic or any other third party with respect to Scan records or videos. You are solely and exclusively responsible for all of your communications and interactions with any other party, including the Clinic, with which you may interact in conjunction with the Services. In particular, we shall not be responsible for Scans which are not uploaded to the cloud (as stated above) for any reason, such as unaccomplished Scans, interruptions or disruptions in connectivity or internet communication etc.

3.5. Subject to applicable law, our agreement with the applicable Clinic and your consent where required, we may use anonymous Scan videos as well as data about your usage of the Device, App and Services for purposes of improvement and development of our Services.

3.6. Note that use of the Services does not replace the need for in-Clinic diagnostics and that you may be required to visit the Clinic periodically.

4. Support and Availability.

4.1. The Clinic will be responsible for provision of support for use of the Device, App, and Services. Please contact the Clinic with any issues. Note that in some circumstances, such as where we have agreed with the Clinic that we will be responsible for support or where we have a regulatory obligation, we may provide support directly to you. We may also use data that we collect in the course of providing support for the purpose of improving our Device, App, and/or Services. Any support that Pulsenmore elects to provide will be provided on an “as available” and “as is” basis and may be modified, suspended, or discontinued at any time, in whole or in part, without notice, to the fullest extent permitted by applicable law.

4.2. You acknowledge that the App, Device, and Services may be unavailable, interrupted, delayed, or otherwise limited from time to time, including due to scheduled maintenance, emergency maintenance, upgrades, repairs, telecommunications or network failures, hardware or software failures, failures or outages of third-party hosting or cloud providers, acts or omissions of third parties, or events beyond Pulsenmore’s reasonable control. Pulsenmore does not guarantee and disclaims any obligation to ensure continuous, uninterrupted, or error-free availability or operation of the App, Device, or Services.

4.3. The App, Device, and Services may rely on or interface with third-party infrastructure, platforms, networks, software, and services (including cloud providers such as Microsoft Azure) that are not controlled by Pulsenmore. To the fullest extent permitted by applicable law, Pulsenmore will not be responsible or liable for any unavailability, interruption, delay, data loss, error, or other issue caused in whole or in part by any such third-party services or providers.

4.4. You understand and agree that the App, Device, and Services are not intended for use in emergencies or for time-critical situations where continuous availability is required, and they are not a substitute for appropriate medical care or emergency services. In an emergency or if you have urgent concerns, you must contact your healthcare provider, emergency services, or other appropriate resources and not rely on the App, Device, or Services.

5. Termination of Services

5.1. We may suspend or terminate your access to the Services in whole or in part, at any time, with or without notice, and without liability to you, 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) your actual or suspected violation of the letter or spirit of these Terms, (iii) behavior that is or may be fraudulent, illegal or harmful to our business interests or other users; (iv) a suspected or actual security or privacy risk or threat; (v) if suspension or termination is needed, in our reasonable discretion, to protect our rights, property or safety or that of our users; (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 our prior written 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, with or without notice. If you uninstall the App, any

information that has been saved locally, including records of previous Scans, may no longer be accessible to you even if you reinstall the App and provide the same activation code.

- 5.2.** We reserve the right to investigate suspected violations of these Terms or illegal, inappropriate, or otherwise unauthorized behavior in connection with 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, subject to applicable law and our Privacy Policy.
- 5.3.** You may request that the relevant Clinic terminate your use of the Services. Any suspension or termination of your access to the Services shall not affect your obligations under these Terms which, by their nature or express terms, are intended to survive termination or expiration. Without limiting the foregoing, the following sections will survive and remain in full force and effect: ownership, indemnification, payment (if applicable) any representations and warranties made by you, limitations of liability, governing law, dispute resolution, and this survival provision.
- 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 App, Device or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Device, App, and Services or features that prevent or restrict use or copying of any content available through the App; (3) use the Device, App and 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 Device, App and Services; (5) use or access another user's account or information without permission; (6) use the Device, App and 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 Device, App 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 Device, App and Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Device, App or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Device, App 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. If you provide Pulsenmore with any feedback regarding the Device, App, and/or Services, Pulsenmore may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
- 8. Application Marketplace.** The App may be subject to additional third-party terms relating to the marketplace or store from which the App was downloaded. The third parties providing such marketplaces may be beneficiaries of these Terms, pursuant to the marketplace's Terms. The following terms apply if you downloaded the App from Apple's App Store.

- 8.1.** Apple Inc. ("Apple") is not a party to these Terms and is not responsible for the App.
- 8.2.** Your license to use the App is not transferrable and is limited to use on iOS Products that you own or control, and as permitted by the Usage Rules in the App Media Services Terms and Conditions, except as permitted via Family Sharing, volume purchasing, or Legacy Contacts.
- 8.3.** In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.
- 8.4.** Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
- 8.5.** Apple will not be responsible for the investigation, defence, settlement, or discharge of a claim that your use of the App infringes a third party's rights.
- 8.6.** Apple and its subsidiaries are third party beneficiaries of these Terms and Apple will have the right to enforce these Terms against you as a third-party beneficiary. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. Disclaimers and Disclaimer of Warranty

- 9.1.** All information and content on the App are for informational purposes only and Pulsenmore provides no guarantees with respect thereto. Your use of the Device, App, and/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.
- 9.2.** WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE DEVICE, APP, 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 APP AND/OR SERVICES; (II) THAT THE APP 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.
- 9.3.** 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. . Nothing in these Terms excludes, restricts, or modifies any warranties, rights, or remedies that cannot be excluded under the laws of your state or jurisdiction of residence. To the extent such laws apply, our disclaimers apply only to the fullest extent permitted by those laws.

9.4. 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 you have conducted.

10. Limitation of Liability

10.1. 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.

10.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PULSENMORE OR ANY OF ITS OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUES, GOODWILL, DATA, OR BUSINESS INTERRUPTION, 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, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER PULSENMORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNT OF \$100.

11. Indemnification. You agree to indemnify, defend, and hold harmless Pulsenmore 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 and attorneys' fees,) that arise directly or indirectly from: (a) your breach of these Terms or misuse of the Device, App, or Services ; ; (b) your violation of any applicable law, regulation or obligation; and (c) any claim that content, data, or materials submitted or provided by your or through your account infringe, misappropriate, or violate any third-party rights. This indemnity expressly excludes any obligation to indemnify Pulsenmore for its own negligence or willful misconduct. You may not settle any claim without our prior written consent. We reserve the right to assume the defense of any matter subject to indemnification at your expense, and you agree to cooperate fully in such defense.

12. 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 App or via email transmission.

13. Force Majeure. Neither party shall be liable or deemed in breach for any failure or delay in performance under these Terms (except for payment obligations) caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, labor disputes, governmental actions, power or telecommunications outages, failures of hosting or cloud service providers, or other events of similar nature (“Force Majeure Event”). The affected party shall promptly notify the other party of the occurrence of a Force Majeure Event and use commercially reasonable efforts to resume performance as soon as practicable. If a Force Majeure Event continues for more than thirty (30) days, either party may terminate these Terms upon written notice without liability (except for obligations accrued prior to termination).

14. Governing Law; Dispute Resolution. These Terms, and any dispute, claim, or controversy arising out of or relating to these Terms or the App, 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 Boston, Massachusetts, 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, except that the enforceability of the class action waiver set out below 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 agree that YOU may bring ANY Dispute against US only in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Unless you WE agree otherwise in writing, no court may consolidate any Dispute with the claim of any other person or entity or preside over any form of a representative or class proceeding AS TO YOUR CLAIMS.

Any dispute must be filed within one (1) year after the cause of action arises, or such Dispute is permanently barred.

15. Miscellaneous. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with a valid provision that most closely reflects the original intent, 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 Pulsenmore or enables you to act on behalf of Pulsenmore. 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.