

HerScan LLC - Terms and Conditions

Effective Date: July 1, 2025

Welcome to HerScan LLC's website. These Terms and Conditions ("Terms") govern your use of our website and services. Please read them carefully. By accessing or using the site, you agree to be bound by these Terms.

1. Acceptance of Terms

By using our website, you agree to these Terms and Conditions. If you do not agree, please do not use our website.

2. Changes to Terms

We reserve the right to update or change these Terms at any time. Updates will be posted to this page, and your continued use of the website constitutes acceptance of those changes. Please check back periodically for updates.

3. Description of Services

HerScan LLC provides elective breast ultrasound screening services via mobile units across the United States. These services are not a substitute for mammography or regular medical care. Our website also supports scheduling, patient information intake, customer support, and appointment reminders.

4. SMS Terms and Conditions

- **Message Frequency:** By opting into our SMS program, you agree to receive updates, appointment reminders, and other notifications. Message frequency may vary depending on your appointment activity (between 1 and 1500 messages annually).
- **Potential Fees:** Message and data rates may apply depending on your mobile carrier and plan. HerScan LLC is not responsible for any fees charged by your mobile provider.
- **Opt-In/Opt-Out:**
- You may opt in via the appointment scheduling page or other forms on our website.
- To opt out, reply "STOP" to any text message or submit a request through our Contact Us page.
- For help, reply "HELP" or contact us directly.
- **Donations:** We do not currently solicit or accept donations via SMS. If you receive any messages requesting donations on our behalf, please contact us immediately.

5. Intellectual Property

All content on this website—including text, graphics, logos, icons, images, and software—is the property of HerScan LLC or its licensors and is protected by U.S. and international



copyright, trademark, and intellectual property laws. Unauthorized use is strictly prohibited.

6. User-Generated Content

If you submit reviews, testimonials, feedback, or any other content via our website or social platforms, you grant HerScan LLC a worldwide, royalty-free, perpetual, non-exclusive license to use, reproduce, distribute, and display such content for marketing, promotional, or service-related purposes.

7. Privacy Policy

Please review our <u>Privacy Policy</u> to understand how we collect, use, and safeguard your personal data, including any health-related information you provide when booking an appointment.

8. Appointment Cancellations and Refunds

Appointments can be canceled or rescheduled by contacting us directly at 1-800-338-7499 via phone or text. Refunds may be subject to administrative policies outlined during the scheduling process.

9. Disclaimer

HerScan LLC provides elective screening services for informational purposes. These services are not intended to diagnose, treat, cure, or prevent any disease. All health-related decisions should be made in consultation with a licensed medical provider. We make no representations or warranties regarding the accuracy, reliability, or completeness of the content on this website or the outcomes of any services provided.

10. Limitation of Liability

To the fullest extent permitted by law, HerScan LLC shall not be liable for any damages resulting from your use of this website or the services provided, including but not limited to indirect, incidental, punitive, or consequential damages.

11. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. Any disputes arising from your use of the site or services must be resolved in a court of competent jurisdiction in Delaware.

12. Contact Information

If you have any questions about these Terms or need assistance, please contact us:

HerScan LLC

Phone: 1-800-338-7499 Email: admin@herscan.com

Website: https://www.herscan.com