

TERMS AND CONDITIONS

POLARIS ULTRASOUND LLC **Effective Date: November 1, 2025**

Welcome to the Polaris Ultrasound LLC website, platform, and associated services (collectively, the “Site” or “Services”). Please read these Terms and Conditions carefully before accessing or using the Site. By using or accessing the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, including any future modifications. These Terms constitute a legally binding agreement between you and Polaris Ultrasound LLC (“Polaris Ultrasound,” “we,” “our,” or “us”).

The Site and Services provide access to information, diagnostic ultrasound imaging services, teleradiology interpretations, appointment scheduling, and billing services for patients and healthcare clinics. By using the Site, you agree that your use of our Services is subject to these Terms. If you do not agree to these Terms, you must not access or use the Site.

1. SCOPE OF THESE TERMS

These Terms apply to all users of the Site, including patients, clinics, healthcare providers, and any other parties accessing or using our Services. Polaris Ultrasound reserves the right to update, modify, or revise these Terms at any time, and any such changes will be effective immediately upon posting on the Site. Continued use of the Site after such posting constitutes your acceptance of the updated Terms.

The Site is intended for users located in the United States and does not guarantee compliance with laws of other jurisdictions. Users accessing the Site from outside the United States do so at their own risk and are responsible for compliance with applicable local laws.

2. DISCLAIMER OF CONTENT AND MEDICAL INFORMATION

This Site and its connected platform are designed and maintained by Polaris Ultrasound LLC for the purpose of facilitating secure communication, clinical coordination, and administrative management between Polaris Ultrasound, its affiliated clinics, and authorized healthcare professionals. The Site supports internal processes such as patient scheduling, transmission of ultrasound reports, exchange of medical orders, issuance of invoices, and related administrative documentation. Access to this Site and its contents is restricted to authorized users and partner clinics with an established business or clinical relationship with Polaris Ultrasound LLC.

The information available through this Site, including diagnostic imaging reports, medical orders, and patient-related communications, is intended solely for legitimate healthcare and operational purposes in accordance with applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA). Authorized users are responsible for ensuring that all information transmitted, accessed, or stored through this platform is used exclusively for appropriate clinical or administrative purposes consistent with their professional duties and legal obligations.

All clinical information transmitted through this Site, including ultrasound images, diagnostic interpretations, and reports prepared by radiologists affiliated with Polaris Ultrasound LLC, is confidential and intended exclusively for the use of the requesting clinic and its authorized medical personnel. Such information must not be shared, disclosed, or distributed to any third party without proper authorization or patient consent, except as permitted or required by applicable law.

If you are a clinic, referring physician, or authorized healthcare provider, you acknowledge that any medical data, orders, or communications accessed through this platform are part of a professional and

confidential exchange between healthcare entities. You are required to exercise appropriate professional judgment when interpreting or acting upon the information provided. Polaris Ultrasound LLC assumes no liability for any clinical or administrative decisions made by external providers or clinics based on reports or data transmitted through this Site.

If you are a patient accessing this Site through a secure link, you understand that the information shared is for your personal records and may include medical findings generated through ultrasound examinations and radiological interpretations. Such information is not intended to substitute or replace the advice or treatment provided by your primary physician or healthcare provider. Patients should always consult their personal healthcare provider regarding the meaning, interpretation, or implications of any medical report, and before making decisions related to diagnosis or treatment.

The use of this Site does not create a physician–patient relationship between the user and Polaris Ultrasound LLC, or between the user and any radiologist or healthcare professional affiliated with Polaris Ultrasound. The content and data accessible through the platform are limited to documentation and communication purposes within the existing scope of clinical services provided to affiliated entities.

While Polaris Ultrasound LLC takes reasonable measures to ensure the accuracy, security, and timeliness of all information transmitted through the platform, the Site is provided “as is” and “as available.” Medical knowledge, diagnostic technology, and healthcare regulations evolve rapidly, and Polaris Ultrasound cannot guarantee that all data, results, or communications will be free from error, delay, or interruption. Users are responsible for verifying the accuracy of information before relying on it for clinical or administrative decision-making.

Polaris Ultrasound LLC shall not be held liable for any direct or indirect consequences, damages, or losses resulting from the use, interpretation, delay, or unavailability of the Site or its data. All users

assume full responsibility for maintaining the confidentiality of login credentials, access credentials, and transmitted information, and for ensuring compliance with all applicable privacy and data protection regulations.

Any misuse, unauthorized access, alteration, or disclosure of information obtained through this Site is strictly prohibited and may result in termination of access, civil liability, or criminal prosecution in accordance with applicable law.

3. USE OF THE SITE AND SERVICES

You agree to use the Site and Services only for lawful purposes and in compliance with all applicable federal, state, and local laws and regulations. Unauthorized use of the Site, including attempting to access secured areas, interfering with system operations, or uploading harmful software or materials, is strictly prohibited. Polaris Ultrasound reserves the right to suspend or terminate access to the Site for any user who violates these Terms or engages in unauthorized or illegal activity.

You acknowledge that Polaris Ultrasound provides medical imaging services to patients and clinics, interprets diagnostic images through licensed radiologists via teleradiology, and delivers results electronically or by fax. Polaris Ultrasound does not provide insurance billing services, and users acknowledge that billing and payment services are limited to transactions between patients and clinics, and Polaris Ultrasound.

4. INTELLECTUAL PROPERTY RIGHTS

All content, text, images, logos, trademarks, software, and other materials on the Site are the property of Polaris Ultrasound or its licensors and are protected under copyright, trademark, patent, and other applicable intellectual property laws. You may access, download, or print content solely for

personal, non-commercial, or clinic-related use within the scope allowed by these Terms. Any other use, reproduction, or distribution without prior written consent is strictly prohibited.

You may not use any Polaris Ultrasound logos, trademarks, or service marks for advertising, promotion, or to imply sponsorship or endorsement without express written permission. Unauthorized use may constitute a violation of intellectual property laws and applicable civil or criminal statutes.

5. THIRD-PARTY CONTENT AND LINKS

The Site may include links to third-party websites, content, or services. Polaris Ultrasound provides such links solely as a convenience. We do not endorse, control, or guarantee any third-party content or websites and assume no responsibility for their accuracy, completeness, or compliance with laws. Your use of third-party websites is at your own risk.

Polaris Ultrasound reserves the right to remove or disable any link to third-party content at any time without notice.

6. USER CONDUCT AND PROHIBITED USE

You agree not to use the Site to transmit or disseminate any content that: (1) is unlawful, threatening, abusive, defamatory, obscene, pornographic, or offensive; (2) promotes violence, discrimination, or harassment; (3) infringes on intellectual property or privacy rights of others; or (4) contains viruses, malware, or other harmful components. Polaris Ultrasound reserves the right to remove, block, or refuse content that violates these Terms or that we reasonably determine to be inappropriate.

7. TEXT MESSAGING AND COMMUNICATIONS

If you opt in to receive appointment reminders or other service-related communications via text message, you consent to such communications. Message frequency may vary. Standard messaging and

data rates may apply. You may opt out at any time by following the instructions provided in the message.

Polaris Ultrasound may modify or discontinue messaging services at any time without notice.

8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

Polaris Ultrasound LLC, its affiliates, service providers, contractors, and licensors hereby expressly disclaim all warranties, whether express or implied, with respect to the information, communications, reports, data, services, and materials contained on or transmitted through this Site. This includes, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, accuracy, timeliness, reliability, or non-infringement.

All information, materials, and services accessible through this Site, including but not limited to diagnostic reports, appointment data, invoices, and communication tools, are provided “as is” and “as available” without any warranty of any kind, express or implied. Polaris Ultrasound LLC does not warrant that the Site, its systems, or communications will be uninterrupted, secure, error-free, or free of viruses or other harmful components, nor that any defects will be corrected.

Your use of this Site, including any reliance upon data, reports, or communications transmitted through it, is undertaken entirely at your own risk. To the fullest extent permitted by applicable law, neither Polaris Ultrasound LLC, nor its affiliates, officers, employees, radiologists, contractors, agents, or suppliers, shall be liable for any direct, indirect, incidental, consequential, punitive, or exemplary damages arising from or related to (1) your use of or inability to use this Site; (2) any interruption, inaccuracy, delay, or omission in the delivery of any information, data, or service; (3) any unauthorized access to or use of the Site’s systems or data; or (4) any reliance upon the information, reports, or communications made available through this Site.

Without limiting the foregoing, Polaris Ultrasound LLC makes no representations or warranties regarding the completeness, accuracy, timeliness, or usefulness of any information provided through this Site. The clinical data and reports transmitted herein are generated for professional medical use between licensed entities, and Polaris Ultrasound LLC assumes no responsibility for any diagnostic, clinical, or administrative decisions made by third parties based upon such information.

Users are solely responsible for ensuring that their use of this Site complies with all applicable federal and state laws, including but not limited to HIPAA and related data protection regulations. Polaris Ultrasound LLC shall not be responsible for any failure by users, clinics, or third-party entities to maintain appropriate safeguards for protected health information or to comply with their own legal obligations.

You expressly acknowledge and agree that the limitations and exclusions set forth in this section are essential elements of this agreement, and that the Site and its services would not be provided to you without such limitations.

Please note that some jurisdictions do not allow the exclusion or limitation of certain implied warranties or liability for incidental or consequential damages; therefore, some of the above exclusions may not apply to you. You are encouraged to review your local laws for any such restrictions.

9. PRIVACY POLICY

Use of the Site is subject to our Notice of Privacy Practices, which explains how Polaris Ultrasound collects, uses, and protects your health-related information. By using the Site, you consent to our privacy practices as outlined therein.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Polaris Ultrasound, its affiliates, officers, employees, agents, and contractors from any claims, damages, liabilities, or expenses (including reasonable attorney fees) arising from: (1) your violation of these Terms; or (2) any content you submit, transmit, or display on the Site or through the Services.

11. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to conflicts of law principles. Any dispute arising out of or relating to these Terms shall be resolved exclusively in the state or federal courts located in Texas.

Users accessing the Site from outside the United States assume responsibility for compliance with local laws and regulations.

12. TERMINATION

Polaris Ultrasound reserves the right to suspend or terminate your access to the Site and Services at any time, without prior notice, if we determine, in our sole discretion, that you have violated these Terms or engaged in prohibited conduct.

Contact Information

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Specific questions or requests regarding the Site or Services may be submitted via email. While we endeavor to respond promptly, we cannot guarantee response times for all electronic communications.