

TERMS OF USE

Last Updated: August 22, 2025

1. ACCEPTANCE OF TERMS

Welcome to Scan.com ("we," "us," "our," or "Scan.com"). By accessing or using our website, mobile application, or any services provided through them (collectively, the "Services"), you agree to be bound by these Terms of Use. If you do not agree to these terms, please do not use our Services.

2. DESCRIPTION OF SERVICES

Scan.com provides an online platform for scheduling diagnostic medical imaging appointments, including but not limited to MRIs, X-rays, CT scans, ultrasounds, and other related services. Our platform connects patients with healthcare providers and imaging facilities throughout Georgia and nationwide.

3. USER ACCOUNTS

3.1 Account Creation: To use certain features of our Services, you may need to create an account. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate, current, and complete.

3.2 Account Security: You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

3.3 Healthcare Provider Accounts: Healthcare providers using our platform to schedule appointments for patients must ensure they have proper authorization to do so and must comply with all applicable healthcare laws and regulations, including HIPAA.

4. PRIVACY AND HIPAA COMPLIANCE

4.1 **Privacy Policy:** Your privacy is important to us. Our Privacy Policy, which is incorporated into these Terms by reference, explains how we collect, use, and disclose information about you. By using our Services, you consent to the collection, use, and disclosure of information as described in our Privacy Policy.

4.2 **HIPAA Compliance:** Scan.com is committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations. As applicable, we maintain appropriate administrative, technical, and physical safeguards to protect the security and privacy of protected health information ("PHI") in accordance with HIPAA requirements.

4.3 **Business Associate Agreements:** Where applicable, Scan.com enters into Business Associate Agreements with covered entities as required by HIPAA.

5. MEDICAL DATA HANDLING

5.1 **Data Security:** We implement reasonable security measures to protect your medical information. However, no method of transmission over the Internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

5.2 **Data Usage:** Medical data collected through our Services may be used to facilitate appointment scheduling, for communication regarding your appointments, and for other purposes described in our Privacy Policy.

5.3 **Data Access:** You have the right to access, correct, and request deletion of your medical information in accordance with applicable laws. Please contact us using the information provided in Section 19 to exercise these rights.

5.4 **Data Retention:** We retain medical information only as long as necessary to fulfill the purposes for which it was collected, to comply with legal obligations, or as otherwise permitted by law.

6. MEDICAL DISCLAIMER

6.1 **Not Medical Advice:** Our Services are designed to facilitate scheduling of diagnostic medical imaging appointments only. We do not provide medical advice, diagnosis, or treatment.

6.2 **No Doctor-Patient Relationship:** Use of our Services does not create a doctor-patient relationship between you and Scan.com.

6.3 **Emergency Situations:** Our Services are not intended for use in emergency situations. If you are experiencing a medical emergency, please call 911 or your local emergency number immediately.

7. USER CONDUCT

You agree not to:

7.1 Use our Services for any unlawful purpose or in violation of these Terms;

7.2 Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity;

7.3 Interfere with or disrupt the operation of our Services or servers;

7.4 Attempt to gain unauthorized access to any portion of our Services;

7.5 Use any robot, spider, or other automated device to access our Services;

7.6 Transmit any viruses, worms, defects, Trojan horses, or other items of a destructive nature;

7.7 Use our Services to transmit any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or invasive of another's privacy.

8. INTELLECTUAL PROPERTY

8.1 **Ownership:** All content, features, and functionality of our Services, including but not limited to text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software, are owned by Scan.com, our licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

8.2 **Limited License:** We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Services for their intended purposes, subject to these Terms.

9. THIRD-PARTY LINKS AND SERVICES

9.1 Our Services may contain links to third-party websites or services that are not owned or controlled by Scan.com. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

9.2 Healthcare providers and imaging facilities listed on our platform are independent third parties and are not employees, agents, or representatives of Scan.com. We are not responsible for the quality, safety, or legality of the services they provide.

10. DISCLAIMER OF WARRANTIES

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. LIMITATION OF LIABILITY

11.1 General Limitation: IN NO EVENT SHALL Scan.com, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES.

11.2 Medical Services Limitation: Scan.com IS NOT LIABLE FOR ANY INJURY, LOSS, OR DAMAGE ARISING FROM THE PROVISION OF HEALTHCARE SERVICES BY THIRD-PARTY PROVIDERS SCHEDULED THROUGH OUR PLATFORM. WE DO NOT ENDORSE OR RECOMMEND ANY SPECIFIC HEALTHCARE PROVIDER OR IMAGING FACILITY LISTED ON OUR PLATFORM.

11.3 Scheduling Errors: Scan.com IS NOT LIABLE FOR ANY ERRORS IN SCHEDULING, CANCELLATIONS BY HEALTHCARE PROVIDERS OR IMAGING FACILITIES, OR ANY CONSEQUENCES RESULTING FROM SUCH ERRORS OR CANCELLATIONS.

11.4 Cap on Liability: IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING OUR SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM.

11.5 Applicable Law: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Scan.com, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, judgments, awards,

losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services.

13. TERMINATION

13.1 We may terminate or suspend your access to our Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

13.2 Upon termination, your right to use the Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Services or contact us to request account deletion.

14. CHANGES TO TERMS

We have the right to revise these Terms of Use without notice to you and thus advise all users of the Site to visit this page frequently to review them. By accessing and using this Site, you agree to these Terms of Use and any changes to these Terms of Use that may be in force at that time. If you do not agree to these Terms of Use, please leave this Site.

15. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions. Any legal action or proceeding arising out of or relating to these Terms or your use of the Services shall be brought exclusively in the federal or state courts located in Georgia, and you consent to the personal jurisdiction of such courts.

16. DISPUTE RESOLUTION

16.1 Informal Resolution: Before filing a claim against Scan.com, you agree to attempt to resolve the dispute informally by contacting us. We will attempt to resolve the dispute informally by contacting you via email.

16.2 Arbitration: If the dispute cannot be resolved informally, you and Scan.com agree to resolve any dispute arising from or relating to these Terms or our Services through binding arbitration in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association, except that either party may bring an individual action in small claims court.

16.3 Class Action Waiver: YOU AND Scan.com AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

16.4 Exceptions: Nothing in this section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Services.

17. SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

18. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at:

Scan.com
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Building 500 Suite 900
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