

Terms & Conditions

Effective Date: May 8, 2026

Welcome to Sherman Abrams Labs (the “Company,” “we,” “us,” or “our”). By accessing or using any part of our service (including websites, mobile applications, or related services), you agree to be bound by these Terms & Conditions (“Terms”). If you do not agree to all the Terms, then you may not access or use our services.

1. Acceptance of Terms

These Terms & Conditions constitute a legally binding agreement made between you (“user” or “you”) and Sherman Abrams Labs, concerning your access to and use of our website(s), mobile application(s), and any other online or offline services we provide (collectively, the “Service”).

By accessing, downloading, or using any part of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must refrain from using the Service.

2. Changes to Terms & Conditions

We reserve the right, in our sole discretion, to modify or replace these Terms at any time. If we make material changes, we will make every effort to notify you by posting the new Terms on this page or through other methods of communication. The “Effective Date” at the top of this page indicates when these Terms were last revised. Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes.

3. Eligibility

You must be at least 18 years of age, or the age of majority in your jurisdiction, to use the Service. By using the Service, you represent and warrant that you meet this requirement, or else you must not use the Service.

4. SMS Program & Mobile Messaging

We may offer the option for you to receive appointment reminders or other important updates via SMS or MMS messaging (“Text Messages”). By opting in to receive Text Messages from Sherman Abrams Labs, you acknowledge and agree to the following:

- **Consent:** You provide consent to receive automated or non-automated Text Messages to the mobile number you have provided.

- **Message Frequency:** Message frequency may vary based on your activities, appointments, or preferences.
- **Message & Data Rates:** Standard message and data rates may apply according to your mobile plan. Sherman Abrams Labs is not responsible for any fees imposed by your wireless carrier.
- **Opt-Out:** You may opt out of receiving Text Messages at any time by replying “STOP” to any message you receive. After this, you may receive one final message confirming your opt-out; no further messages will be sent unless you opt back in.
- **Help:** For assistance, you may reply “HELP” to any Text Message, or email us at support@shermanabramslab.com. We will respond promptly to address your inquiries.
- **Privacy Policy:** Your information will be handled in accordance with our Privacy Policy, which includes a commitment not to share your mobile opt-in information with third parties for their own marketing purposes.

5. User Accounts

If our Service requires you to create an account, you agree to provide and maintain information that is accurate, complete, and current. You are responsible for safeguarding any password or credentials used to access your account and for any activities or actions under your password. You agree to notify Sherman Abrams Labs immediately upon becoming aware of any breach of security or unauthorized use of your account.

6. Intellectual Property

All content, logos, text, graphics, data, and software associated with the Service (“Content”) are the property of Sherman Abrams Labs or its licensors. You are granted a limited, revocable, non-exclusive, and non-transferable license to use the Content for your personal, non-commercial use. You agree not to reproduce, distribute, create derivative works from, or otherwise exploit any Content without our express written permission.

7. Disclaimer of Warranties

Except as expressly provided, the Service is provided on an “AS IS” and “AS AVAILABLE” basis. Sherman Abrams Labs disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, and any warranties that materials on the Service are non-infringing; that access to the Service will be uninterrupted or error-free; and that information on the Service will be complete, accurate, or timely.

8. Limitation of Liability

To the fullest extent permitted by law, Sherman Abrams Labs and its affiliates, licensors, suppliers, or any party involved in creating, producing, or delivering the Service will not be liable for any indirect, incidental,

special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill. Your sole and exclusive remedy for dissatisfaction with the Service is to discontinue using it.

9. Indemnification

You agree to defend, indemnify, and hold harmless Sherman Abrams Labs and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) resulting from or arising out of your violation of these Terms or your use of the Service.

10. Governing Law & Dispute Resolution

These Terms and any dispute or claim arising out of or related to these Terms or the Service will be governed by and construed in accordance with the laws of the jurisdiction in which Sherman Abrams Labs operates, without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted exclusively in the courts located within that jurisdiction.

11. Links to Third-Party Sites

Our Service may contain links to third-party websites or services. We do not control and are not responsible for the content, privacy policies, or practices of any third-party sites. You acknowledge and agree that Sherman Abrams Labs shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content available on or through any such site or service.

12. Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service. We are not responsible for any loss or harm related to your inability to access or use our Service.

13. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Sherman Abrams Labs regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

14. Contact Us

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

support@shermanabramslab.com