

## **TERMS AND CONDITIONS - PULSECORE SOLUTIONS, LLC**

LAST UPDATED: 2/4/2025

### **INTRODUCTION**

WELCOME TO **PULSECORE SOLUTIONS, LLC** (“COMPANY”, “WE”, “OUR”, “US”)

THESE TERMS OF SERVICE (“TERMS”, “TERMS OF SERVICE”) GOVERN YOUR USE OF OUR WEBSITE LOCATED AT **PULSECORESOLUTIONS.COM** (TOGETHER OR INDIVIDUALLY “SERVICE”) OPERATED BY **PULSECORE SOLUTIONS, LLC**.

OUR PRIVACY POLICY ALSO GOVERNS YOUR USE OF OUR SERVICE AND EXPLAINS HOW WE COLLECT, SAFEGUARD, AND DISCLOSE INFORMATION THAT RESULTS FROM YOUR USE OF OUR WEB PAGES.

YOUR AGREEMENT WITH US INCLUDES THESE TERMS AND OUR PRIVACY POLICY (“AGREEMENTS”). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD AGREEMENTS, AND AGREE TO BE BOUND BY THEM.

IF YOU DO NOT AGREE WITH (OR CANNOT COMPLY WITH) THESE AGREEMENTS, THEN YOU MAY NOT USE THE SERVICE, BUT PLEASE LET US KNOW BY EMAILING AT **SUPPORT@PULSECORESOLUTIONS.COM** SO WE CAN TRY TO FIND A SOLUTION. THESE TERMS APPLY TO ALL VISITORS, USERS, AND OTHERS WHO ACCESS, USE, OR PURCHASE OUR SERVICE(S).

### **PURCHASES**

IF YOU WISH TO PURCHASE ANY PRODUCT OR SERVICE MADE AVAILABLE THROUGH SERVICE (“PURCHASE”), YOU MAY BE ASKED TO SUPPLY CERTAIN INFORMATION RELEVANT TO YOUR PURCHASE INCLUDING BUT NOT LIMITED TO, YOUR CREDIT OR DEBIT CARD NUMBER, THE EXPIRATION DATE OF YOUR CARD, YOUR BILLING ADDRESS, AND YOUR SHIPPING INFORMATION.

YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE THE LEGAL RIGHT TO USE ANY CARD(S) OR OTHER PAYMENT METHOD(S) IN CONNECTION WITH ANY PURCHASE; AND THAT (II) THE INFORMATION YOU SUPPLY TO US IS TRUE, CORRECT, AND COMPLETE.

WE MAY EMPLOY THE USE OF THIRD-PARTY SERVICES FOR THE PURPOSE OF FACILITATING PAYMENT AND THE COMPLETION OF PURCHASES. BY SUBMITTING YOUR INFORMATION, YOU GRANT US THE RIGHT TO PROVIDE THE INFORMATION TO THESE THIRD PARTIES.

WE RESERVE THE RIGHT TO REFUSE OR CANCEL YOUR ORDER AT ANY TIME FOR REASONS INCLUDING BUT NOT LIMITED TO: PRODUCT OR SERVICE AVAILABILITY, ERRORS IN THE DESCRIPTION OR PRICE OF THE PRODUCT OR SERVICE, ERRORS IN YOUR ORDER, OR OTHER REASONS.

WE RESERVE THE RIGHT TO REFUSE OR CANCEL YOUR ORDER IF FRAUD OR AN UNAUTHORIZED OR ILLEGAL TRANSACTION IS SUSPECTED.

### **CONTESTS, SWEEPSTAKES, AND PROMOTIONS**

ANY CONTESTS, SWEEPSTAKES OR OTHER PROMOTIONS (COLLECTIVELY, “PROMOTIONS”) MADE AVAILABLE MAY BE GOVERNED BY RULES THAT ARE SEPARATE FROM THESE TERMS OF SERVICE. IF YOU PARTICIPATE IN ANY PROMOTIONS, PLEASE REVIEW THE APPLICABLE RULES AS WELL AS OUR PRIVACY POLICY. IF THE RULES FOR A PROMOTION CONFLICT WITH THESE TERMS OF SERVICE, PROMOTION RULES WILL APPLY.

### **REFUNDS**

WE DO NOT ISSUE REFUNDS FOR PRODUCTS OR SERVICES EXCEPT IN EXTENUATING CIRCUMSTANCES AS DEEMED ACCEPTABLE BY MANAGEMENT.

### **CONTENT**

THE CONTENT FOUND ON OR THROUGH THIS SERVICE IS THE PROPERTY OF PULSECORE SOLUTIONS, LLC , OR IS BEING USED WITH PERMISSION. YOU MAY NOT DISTRIBUTE, MODIFY, TRANSMIT, REUSE, DOWNLOAD, REPOST, COPY, OR USE SAID CONTENT, WHETHER IN WHOLE OR IN PART, FOR COMMERCIAL PURPOSES OR PERSONAL GAIN, WITHOUT EXPRESS ADVANCE WRITTEN PERMISSION FROM US OR THE RIGHTFUL OWNER OF THE CONTENT.

### **PROHIBITED USES**

YOU MAY USE THIS SERVICE ONLY FOR LAWFUL PURPOSES AND IN ACCORDANCE WITH TERMS. YOU AGREE NOT TO USE SERVICE:

0.1. IN ANY WAY THAT VIOLATES ANY APPLICABLE NATIONAL OR INTERNATIONAL LAW OR REGULATION.

0.2. FOR THE PURPOSE OF EXPLOITING, HARMING, OR ATTEMPTING TO EXPLOIT OR HARM MINORS IN ANY WAY BY EXPOSING THEM TO INAPPROPRIATE CONTENT OR OTHERWISE.

0.3. TO TRANSMIT, OR PROCURE THE SENDING OF, ANY ADVERTISING OR PROMOTIONAL MATERIAL, INCLUDING ANY “JUNK MAIL”, “CHAIN LETTER,” “SPAM,” OR ANY OTHER SIMILAR SOLICITATION.

0.4. TO IMPERSONATE OR ATTEMPT TO IMPERSONATE COMPANY, A COMPANY EMPLOYEE, ANOTHER USER, OR ANY OTHER PERSON OR ENTITY.

0.5. IN ANY WAY THAT INFRINGES UPON THE RIGHTS OF OTHERS, OR IN ANY WAY IS ILLEGAL, THREATENING, FRAUDULENT, OR HARMFUL, OR IN CONNECTION WITH ANY UNLAWFUL, ILLEGAL, FRAUDULENT, OR HARMFUL PURPOSE OR ACTIVITY.

0.6. TO ENGAGE IN ANY OTHER CONDUCT THAT RESTRICTS OR INHIBITS ANYONE’S USE OR ENJOYMENT OF SERVICE, OR WHICH, AS DETERMINED BY US, MAY HARM OR OFFEND COMPANY OR USERS OF SERVICE OR EXPOSE THEM TO LIABILITY.

ADDITIONALLY, YOU AGREE NOT TO:

0.1. USE SERVICE IN ANY MANNER THAT COULD DISABLE, OVERBURDEN, DAMAGE, OR IMPAIR SERVICE OR INTERFERE WITH ANY OTHER PARTY’S USE OF SERVICE, INCLUDING THEIR ABILITY TO ENGAGE IN REAL-TIME ACTIVITIES THROUGH SERVICE.

0.2. USE ANY ROBOT, SPIDER, OR OTHER AUTOMATIC DEVICE, PROCESS, OR MEANS TO ACCESS SERVICE FOR ANY PURPOSE, INCLUDING MONITORING OR COPYING ANY OF THE MATERIAL ON SERVICE.

0.3. USE ANY MANUAL PROCESS TO MONITOR OR COPY ANY OF THE MATERIAL ON SERVICE OR FOR ANY OTHER UNAUTHORIZED PURPOSE WITHOUT OUR PRIOR WRITTEN CONSENT.

0.4. USE ANY DEVICE, SOFTWARE, OR ROUTINE THAT INTERFERES WITH THE PROPER WORKING OF THE SERVICE.

0.5. INTRODUCE ANY VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER MATERIAL WHICH IS MALICIOUS OR TECHNOLOGICALLY HARMFUL.

0.6. ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO, INTERFERE WITH, DAMAGE, OR DISRUPT ANY PARTS OF SERVICE, THE SERVER ON WHICH SERVICE IS STORED, OR ANY SERVER, COMPUTER, OR DATABASE CONNECTED TO SERVICE.

0.7. ATTACK SERVICE VIA A DENIAL-OF-SERVICE ATTACK OR A DISTRIBUTED DENIAL-OF-SERVICE ATTACK.

0.8. TAKE ANY ACTION THAT MAY DAMAGE OR FALSIFY COMPANY RATING.

0.9. OTHERWISE ATTEMPT TO INTERFERE WITH THE PROPER WORKING OF THE SERVICE.

## **ANALYTICS**

WE MAY USE THIRD-PARTY SERVICE PROVIDERS TO MONITOR AND ANALYZE THE USE OF OUR SERVICE.

ANY ANALYTICS COLLECTED BY YOUR USE OF THE SERVICE ARE FOR INTERNAL PURPOSES ONLY AND ARE NEVER SHARED WITH THIRD-PARTY AGENCIES, ORGANIZATIONS, OR COMPANIES.

## **USE BY MINORS**

THE COMPANY MAY PROVIDE SERVICES TO INDIVIDUALS UNDER THE AGE OF 18 WHEN THE INDIVIDUAL UNDER THE AGE OF 18 IS EXPRESSLY GIVEN PERMISSION AND SUPERVISED BY A PARENT OR GUARDIAN TO USE THE SERVICE.

## **INTELLECTUAL PROPERTY**

THE SERVICE AND ITS ORIGINAL CONTENT, FEATURES, AND FUNCTIONALITY ARE AND WILL REMAIN THE EXCLUSIVE PROPERTY OF PULSECORE SOLUTIONS, LLC

UNDER NO CIRCUMSTANCES IS AN INDIVIDUAL PERMITTED TO USE THE INTELLECTUAL PROPERTY OF PULSECORE SOLUTIONS, LLC, WITHOUT WRITTEN CONSENT. THIS INCLUDES BUT IS NOT LIMITED TO OUR IMAGES, OUR NAME, OUR BRANDING, OUR LOGO, OR ANY OTHER INTELLECTUAL PROPERTY.

## **COPYRIGHT POLICY**

WE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IT IS OUR POLICY TO RESPOND TO ANY CLAIM THAT CONTENT POSTED ON OUR SERVICE INFRINGES ON THE COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS (“INFRINGEMENT”) OF ANY PERSON OR ENTITY.

IF YOU ARE A COPYRIGHT OWNER, OR AUTHORIZED ON BEHALF OF ONE, AND YOU BELIEVE THAT THE COPYRIGHTED WORK HAS BEEN COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT, PLEASE SUBMIT YOUR CLAIM VIA

EMAIL TO SUPPORT@PULSECORESOLUTIONS.COM, WITH THE SUBJECT LINE: “COPYRIGHT INFRINGEMENT” AND INCLUDE IN YOUR CLAIM A DETAILED DESCRIPTION OF THE ALLEGED INFRINGEMENT AS DETAILED BELOW, UNDER “DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS”

YOU MAY BE HELD ACCOUNTABLE FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS’ FEES) FOR MISREPRESENTATION OR BAD-FAITH CLAIMS ON THE INFRINGEMENT OF ANY CONTENT FOUND ON AND/OR THROUGH OUR SERVICE.

### **DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS**

YOU MAY SUBMIT A NOTIFICATION PURSUANT TO THE DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) BY PROVIDING OUR COPYRIGHT AGENT WITH THE FOLLOWING INFORMATION IN WRITING (SEE 17 U.S.C 512(C)(3) FOR FURTHER DETAIL):

0.1. AN ELECTRONIC OR PHYSICAL SIGNATURE OF THE PERSON AUTHORIZED TO ACT ON BEHALF OF THE OWNER OF THE COPYRIGHT’S INTEREST;

0.2. A DESCRIPTION OF THE COPYRIGHTED WORK THAT YOU CLAIM HAS BEEN INFRINGED, INCLUDING THE URL (I.E., WEB PAGE ADDRESS) OF THE LOCATION WHERE THE COPYRIGHTED WORK EXISTS OR A COPY OF THE COPYRIGHTED WORK;

0.3. IDENTIFICATION OF THE URL OR OTHER SPECIFIC LOCATION ON SERVICE WHERE THE MATERIAL THAT YOU CLAIM IS INFRINGING IS LOCATED;

0.4. YOUR ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS;

0.5. A STATEMENT BY YOU THAT YOU HAVE A GOOD FAITH BELIEF THAT THE DISPUTED USE IS NOT AUTHORIZED BY THE COPYRIGHT OWNER, ITS AGENT, OR THE LAW;

0.6. A STATEMENT BY YOU, MADE UNDER PENALTY OF PERJURY, THAT THE ABOVE INFORMATION IN YOUR NOTICE IS ACCURATE AND THAT YOU ARE THE COPYRIGHT OWNER OR AUTHORIZED TO ACT ON THE COPYRIGHT OWNER’S BEHALF.

YOU CAN CONTACT OUR COPYRIGHT AGENT VIA EMAIL AT SUPPORT@PULSECORESOLUTIONS.COM.

## **ERROR REPORTING AND FEEDBACK**

YOU MAY PROVIDE US EITHER DIRECTLY VIA EMAIL:

SUPPORT@PULSECORESOLUTIONS.COM

OR VIA THIRD-PARTY SITES AND TOOLS WITH INFORMATION AND FEEDBACK CONCERNING ERRORS, SUGGESTIONS FOR IMPROVEMENTS, IDEAS, PROBLEMS, COMPLAINTS, AND OTHER MATTERS RELATED TO OUR SERVICE (“FEEDBACK”).

## **LINKS TO OTHER WEB SITES**

OUR SERVICE MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES OR SERVICES THAT ARE NOT OWNED OR CONTROLLED BY PULSECORE SOLUTIONS, LLC.

PULSECORE SOLUTIONS, LLC HAS NO CONTROL OVER AND ASSUMES NO RESPONSIBILITY FOR THE CONTENT, PRIVACY POLICIES, OR PRACTICES OF ANY THIRD-PARTY WEBSITES OR SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

## **DISCLAIMER OF WARRANTY**

THESE SERVICES ARE PROVIDED BY THE COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED THEREIN.

YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION CONCERNING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT

LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF THE COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES, WHERE ALLOWED BY LAW.

### **GOVERNING LAW**

THESE TERMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA, THE STATE OF RHODE ISLAND.

OUR FAILURE TO ENFORCE ANY RIGHT OR PROVISION OF THESE TERMS WILL NOT BE CONSIDERED A WAIVER OF THOSE RIGHTS. IF ANY PROVISION OF THESE TERMS IS HELD TO BE INVALID OR UNENFORCEABLE BY A COURT, THE REMAINING PROVISIONS OF THESE TERMS WILL REMAIN IN EFFECT. THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN US REGARDING OUR SERVICE AND SUPERSEDE AND REPLACE ANY PRIOR AGREEMENTS WE MIGHT HAVE HAD BETWEEN US REGARDING SERVICE.

## **CHANGES TO SERVICE**

WE RESERVE THE RIGHT TO WITHDRAW OR AMEND OUR SERVICE, AND ANY SERVICE OR MATERIAL WE PROVIDE VIA SERVICE, IN OUR SOLE DISCRETION WITHOUT NOTICE.

WE WILL NOT BE LIABLE IF FOR ANY REASON ALL OR ANY PART OF SERVICE IS UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD. FROM TIME TO TIME, WE MAY RESTRICT ACCESS TO SOME PARTS OF SERVICE, OR THE ENTIRE SERVICE, TO USERS, INCLUDING REGISTERED USERS.

## **AMENDMENTS TO TERMS**

WE MAY AMEND TERMS AT ANY TIME BY POSTING THE AMENDED TERMS ON THIS SITE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS PERIODICALLY.

YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF REVISED TERMS MEANS THAT YOU ACCEPT AND AGREE TO THE CHANGES. YOU ARE EXPECTED TO CHECK THIS PAGE FREQUENTLY SO YOU ARE AWARE OF ANY CHANGES, AS THEY ARE BINDING ON YOU.

BY CONTINUING TO ACCESS OR USE OUR SERVICE AFTER ANY REVISIONS BECOME EFFECTIVE, YOU AGREE TO BE BOUND BY THE REVISED TERMS. IF YOU DO NOT AGREE TO THE NEW TERMS, YOU ARE NO LONGER AUTHORIZED TO USE THE SERVICE.

## **WAIVER AND SEVERABILITY**

NO WAIVER BY THE COMPANY OF ANY TERM OR CONDITION SET FORTH IN THESE TERMS SHALL BE DEEMED A FURTHER OR CONTINUING WAIVER OF SUCH TERM OR CONDITION OR A WAIVER OF ANY OTHER TERM OR CONDITION, AND ANY FAILURE OF THE COMPANY TO ASSERT A RIGHT OR PROVISION UNDER TERMS SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION.

IF ANY PROVISION OF TERMS IS HELD BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, OR UNENFORCEABLE FOR ANY REASON, SUCH PROVISION SHALL BE ELIMINATED OR LIMITED TO THE MINIMUM EXTENT SUCH THAT THE REMAINING PROVISIONS OF TERMS WILL CONTINUE IN FULL FORCE AND EFFECT.



## **ACKNOWLEDGMENT**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

## **CONTACT US**

PLEASE SEND YOUR FEEDBACK, COMMENTS, REQUESTS FOR TECHNICAL SUPPORT BY EMAIL: **SUPPORT@PULSECORESOLUTIONS.COM**.