

Pulse 121 Ltd  
Terms of Use

**Last updated: October 12, 2023**

From everyone at Pulse, thank you for using our products! Because we don't know every one of our customers personally, we have to put in place some Terms of Use to help keep the ship afloat.

When we say "Company", "we", "our", or "us" in this document, we are referring to Pulse 121 Limited.

When we say "Services", we mean any product created and maintained by Pulse 121 Limited. That includes Pulse and all associated content related to Pulse, whether delivered within a web browser, desktop application, mobile application, or another format.

When we say "You" or "your", we are referring to the people or organisations that have an account with one or more of our Services.

We may update these Terms of Use in the future. You can always find the latest version of these Terms of Use at <https://www.pulse121.com/terms>

When you use our Services, now or in the future, you are agreeing to the latest Terms of Service. That's true for any of our existing and future products and all features that we add to our Services over time. There may be times where we do not exercise or enforce any right or provision of the Terms of Service; in doing so, we are not waiving that right or provision. These terms do contain a limitation of our liability.

If you violate any of the terms, we may take action to limit your access to our Services, up to and including terminating your account.

Account Terms

You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all content posted and activity that occurs under your account. That includes content posted by others who have access to your login credentials.

You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

Payment, Refunds, and Plan Changes

If you are using a free version of one of our Services, it is really free: we do not ask you for your credit card and - just like for customers who pay for our Services - we do not sell your data.

For paid Services that offer a free trial, we explain the length of trial when you sign up. After the trial period, you need to pay in advance to keep using the Service. If you do not pay, we will freeze your account and it will be inaccessible until you make payment. If your account has been frozen for a while, we will queue it up for deletion. When this happens, we will notify you by email and give you 30 days to upgrade before all your data is permanently deleted.

We offer two types of paid accounts: education and business:

a. Educational accounts are billed annually. If you are upgrading from a free plan to a paid plan, or renewing an existing paid plan, we will send you an invoice covering a period of 12 months. Invoices must be paid by bank transfer within 30 days of the invoice date.

b. Business accounts are billed annually or monthly depending on your contract. Please see your contract for more details.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Where required, we will collect those taxes on behalf of the taxing authority and remit those taxes to taxing authorities. Otherwise, you are responsible for payment of all taxes, levies, or duties.

For annual subscriptions, we are happy to refund the fee for any unused months left in your subscription. We do not offer refunds for monthly subscriptions.

#### Cancellation and Termination

To cancel your account, please send an email to [info@pulse121.com](mailto:info@pulse121.com) with your name, and your company or organisation name. We may take any necessary steps to verify your identity before cancelling the account, including asking for photographic ID.

All of your content will be inaccessible from the Services immediately upon account cancellation. Within 30 days, all content will be permanently deleted from active systems and logs. Within 60 days, all content will be permanently deleted from our backups. We cannot recover this information once it has been permanently deleted.

For monthly subscriptions, if you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. We do not automatically prorate unused time in the last billing cycle.

We have the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. We also reserve the right to refuse the use of the Services to anyone for any reason at any time. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Company employee or representative will result in immediate account termination.

#### Modifications to the Service and Prices

Sometimes it becomes technically impossible to continue a feature or we redesign a part of our Services because we think it could be better or we decide to close new signups of a product. We reserve the right at any time to modify or discontinue, temporarily or permanently, any part of our Services with or without notice.

Sometimes we change the pricing structure for our products. When we do that, we tend to exempt existing customers from those changes. However, we may choose to change the prices for existing customers. If we do so, we will give you at least 30 days notice and will notify you via the email address on record. We may also post a notice about changes on our websites or the affected Services themselves.

### Uptime, Security, and Privacy

Your use of the Services is at your sole risk. We provide these Services on an “as is” and “as available” basis. We do not offer service-level agreements for most of our Services, but we do take uptime of our applications seriously.

We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other customers of the Services. Of course, we'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.

We take many measures to protect and secure your data through backups, redundancies, and encryption. We enforce encryption for data transmission from the public Internet.

When you use our Services, you entrust us with your data. We take that trust seriously. You agree that Pulse may process your data as described in our Privacy Policy and for no other purpose. We as humans can access your data for the following reasons:

To help you with support requests you make. We'll ask for express consent before accessing your account.

On the rare occasions when an error occurs that stops an automated process partway through. We get automated alerts when such errors occur. When we can fix the issue and restart automated processing without looking at any personal data, we do. In rare cases, we have to look at a minimum amount of personal data to fix the issue. In these rare cases, we aim to fix the root cause as much as possible to avoid the errors from reoccurring.

To safeguard Pulse. We'll look at logs and metadata as part of our work to ensure the security of your data and the Services as a whole. If necessary, we may also access accounts as part of an abuse report investigation. To the extent required by applicable law. As a UK company, we only preserve or share customer data if compelled by a UK government authority with a legally binding order or proper request. If a non-UK legal authority approaches Pulse for assistance, our default stance is to refuse unless the order has been approved by the UK government, which compels us to comply by law. If Pulse is audited by a tax authority, we only share the bare minimum billing information needed to complete the audit.

We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. Our server infrastructure and storage is hosted within the EU by Heroku, a Salesforce company.

#### Copyright and Content Ownership

All content posted on the Services must comply with UK copyright law.

We claim no intellectual property rights over the material you provide to the Services. All materials uploaded remain yours.

We do not pre-screen content, but reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.

The names, look, and feel of the Services are copyright© to the Company. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company. You must request permission to use the Company's logo or any Service logos for promotional purposes. Please email requests to [info@pulse121.com](mailto:info@pulse121.com). We reserve the right to rescind this permission for any reason.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission by the Company.

You must not modify another website so as to falsely imply that it is associated with the Services or the Company.

#### Features and Bugs

We design our Services with care, based on our own experience and the experiences of customers who share their time and feedback. However, there is no such thing as a service that pleases everybody. We make no guarantees that our Services will meet your specific requirements or expectations.

We also test all of our features extensively before shipping them. As with any software, our Services inevitably have some bugs. We track the bugs reported to us and work through priority ones, especially any related to security or privacy. Not all reported bugs will get fixed and we don't guarantee completely error-free Services.

#### Liability

You expressly understand and agree that the Company shall not be liable, in law or in equity, to you or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the

service; (v) or any other matter relating to this Terms of Service or the Services, whether as a breach of contract, tort (including negligence whether active or passive), or any other theory of liability.

#### Contact

If you have a question about any of the Terms of Service, please email [info@pulse121.com](mailto:info@pulse121.com)