USER TERMS OF SERVICE

*Last updated March 19, 2019*

These Terms of Service (“***Terms***”) set forth the agreement between Pulsify and each user of our website (“***Site***”), each user of our Microsoft Add-ins or Google Add-ons (“***Add-ons***”), and each user of our platform (the “***Service***”). When we refer to our Service, that is the service purchased for use by a network of users for the purpose of supporting effective communications between corporate team leaders and team members.

We have separate terms and conditions for the enterprise purchasers of our Service in our Customer Subscription Agreement , but this document outlines the rules for the actual users of the Pulsify Service. By using the Site and/or the Service, you agree to be bound by these Terms. If you do not agree to these Terms, your use of the Site and the Service is unauthorized, and beyond the scope of our control. These are legally binding Terms, and along with our [Privacy Policy](http://pulsifyapp.com/privacy-policy) exclusively govern our relationship with you, the user.

1 Changes

We may, in our sole discretion, modify these Terms. The “Last Updated” date at the top of this Agreement will indicate when the latest modifications were made. You can always see our most updated version of these Terms by coming here [(http://pulsifyapp.com/terms)](http://pulsifyapp.com/terms) and checking the “last updated” date at the top of this page. By continuing to access and use the Site and/or Service after these Terms have been modified, you are agreeing to such modifications.

2 Privacy

Your privacy is our first concern which you can view here: <http://pulsifyapp.com/privacy-policy>. The Privacy Policy forms a part of and is incorporated by reference into the Terms.

3 Copyright

You acknowledge that all materials on the Site and the Service, including the Site’s and Service’s design, graphics, text, sounds, pictures, software, modalities of operation, and other files, as well as the selection and arrangement thereof (collectively, “***Materials***”), are the property of Pulsify and are subject to and protected by the United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in this Agreement are reserved to their respective intellectual property rights owners. Except as expressly authorized by this Agreement or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Company or the respective intellectual property rights owner.

4 Rules of Use

Along with these Terms and our Privacy Policy we have compiled these Rules of Use (“***Rules***”) which are the rules we ask all users of the Service to comply with in order to ensure that everyone has a safe experience with the Service. If you violate the Rules, we will have to restrict your rights to use the Service, and this will have a negative impact not just on you, but on your entire team and organization.

**Please use** Pulsify this way:

* Share with other users only information and data which you have the right to share;
* Keep access credentials safe, don’t let others use your account or information;
* Let us know if you become aware of any illegal or unauthorized activity or a security breach involving your accounts or other users, including any loss, theft, or unauthorized disclosure or use of a username, password.

**Please don’t use** Pulsify to do this:

* Threaten, discriminate against, or in any way use or direct hateful speech against any other person, whether they are a user or not;
* Share your access credentials with anyone, or allow anyone else to access your account;
* Misappropriate, whether for your own use, or the use of others, any intellectual property that does not belong to you, this includes trademarks, copyrights, patents, or proprietary information which you do not own;
* Attempt to gain unauthorized access to the Service, or to the account of any other user of the Service, including the purchaser of the Service, for any purpose whatsoever;
* Sublicense, resell, share or exploit the Service for your own purposes.

5 Limitation of Liability

BY USING OUR SERVICE, YOU AGREE THAT:

NEITHER CUSTOMER, PULSIFY, NOR PULSIFY’S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT WILL PULSIFY NOR ITS SUPPLIER’S, OR CUSTOMER’S LIABILITY FOR DIRECT DAMAGES HEREUNDER, FOR ALL CLAIMS CUMULATIVELY, EXCEED THE TOTAL AMOUNTS PAID/PAYABLE TO PULSIFY BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

6 The Fine Print

1. **Survival.** Sections 1, 3, and 4 shall survive any termination of these Terms.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware in the United States, without regard to its choice of law provisions. You agree to submit to personal jurisdiction in the Delaware and further agree that any cause of action arising from or relating to the use of this Site or this Agreement shall be brought exclusively in the Federal or State Courts residing in Delaware.

If you live outside of the United States, then your use of the Site or the Service is also governed by the rules of the United Nations Convention on the International Sale of Goods, and you may have the right to bring any claims you may have outside of the State of Delaware, as provided for in the UN Convention.

1. **Severability; Interpretation.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation."
2. **Entire Agreement.** These Terms, along with our Privacy Policy, constitute the entire and only agreement between Pulsify and each user of this Site and Service with respect to the subject matter of these Terms and supersedes any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. Use of the Service is also subject to these Terms, our Privacy Policy, as well as any contractual agreement we may have with the purchaser of the Service. If you are not the purchaser of the Service, you should consult with the authorized person within your organization to understand what rights or responsibilities may be imposed by our contract with them.
3. **Contact Information.** If you have any comments, questions, or complaints regarding these Terms, use of the Site or use of the Service, or wish to report any violation of these Terms, please email us at support@pulsifyapp.com

Our corporate headquarters is located in the United States of America, at 200 Portland St., Boston, MA 02114.