

## Terms of Use

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If you breach any of the terms of these Terms, we have the right to suspend or disable your access to or use of the Application and/or Service.

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Your access to and use of the Service is at your own risk. By using the Service, you may be exposed to Content that might be inaccurate, incomplete, delayed, unreliable, offensive, harmful or otherwise inappropriate material. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content transmitted or otherwise made available via the Service. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service.

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You understand and agree that the Application and the Service are provided to you "AS IS" and on an "AS AVAILABLE" basis. Without limiting the foregoing, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the

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#### **Limitation of Liability**

OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE APPLICATION. WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION AND/OR SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT AHA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

#### **Digital Millennium Copyright Act**

If you believe that your copyrighted work has been copied in a way that infringes upon your copyrights and is accessible via the Application, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA"). In order for your complaint to be valid under the DMCA, please include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit Alphonso Labs to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Alphonso Labs' designated Copyright Agent to receive notifications of claimed infringement is:

Copyright Agent  
c/ Alphonso Labs  
320 High St, Palo Alto, CA 94301  
email: [copyright@pulse.me](mailto:copyright@pulse.me).

#### **General**

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**Contacting Us**

If you have any questions about this Terms of use, please contact us at [privacy@alphonsolabs.com](mailto:privacy@alphonsolabs.com)

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