

Terms of Service

Please read these Terms of Service ("**Terms**") carefully before using the Pulse platform and related services (collectively, the "**Services**") operated by App Ads Marketing, LLC. By accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference.

If you are using the Services on behalf of a business entity, you represent and warrant that you have authority to bind that entity to these Terms, and references to "you" include that entity.

1. Definitions

- "**Account**" means the registered account through which you access the Services.
- "**Authorized User**" means any individual you permit to access the Services under your Account.
- "**Content**" means data, text, files, images, and other materials you submit to or through the Services.
- "**Pulse AI**" means our artificial-intelligence-powered features and connectors, including integrations with third-party data sources and AI processing pipelines.
- "**Subscription**" means your paid or trial plan granting access to the Services during a Subscription Period.
- "**Subscription Period**" means the billing cycle (monthly or annual) for your plan.
- "**Third-Party Services**" means external platforms, APIs, and data providers integrated with the Services, including Plaid.

2. Eligibility and Account Registration

You must be at least 18 years of age and capable of forming a legally binding contract to use the Services. By creating an Account, you represent that all registration information you provide is accurate, current, and complete, and that you will maintain its accuracy throughout your use of the Services.

You are responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs under your Account. You must promptly notify us at support@appadsmarketing.com of any unauthorized use of your Account or any other security breach. We are not liable for losses caused by unauthorized Account access resulting from your failure to protect your credentials.

We offer multi-factor authentication (MFA) including authenticator app (TOTP), email one-time passwords, and SMS one-time passwords. We strongly recommend enabling MFA to protect your Account.

3. Subscriptions and Billing

3.1 Plans. The Services are offered under subscription plans described on our pricing page. Features available to you depend on your selected plan. We reserve the right to change plan features with reasonable advance notice.

3.2 Free Trials. We may offer free trials at our discretion. Unless you cancel before the trial period ends, your trial will automatically convert to a paid Subscription and you will be charged the applicable fee.

3.3 Billing. Subscription fees are billed in advance at the start of each Subscription Period. All fees are quoted and charged in U.S. dollars unless otherwise stated. You authorize us (or our payment processor) to charge your payment method on file for all applicable fees.

3.4 Usage-Based Charges. Certain features — including Pulse AI processing — may incur additional usage-based fees beyond your base subscription. Usage charges are calculated based on actual consumption (e.g., AI tokens processed, data records analyzed) and billed at the end of each billing period. Current rates are published in your Account dashboard.

3.5 Taxes. All fees are exclusive of applicable taxes. You are responsible for all sales, use, value-added, or similar taxes imposed by any governmental authority.

3.6 Late Payments. Unpaid invoices are subject to a finance charge of 1.5% per month (or the maximum permitted by law, whichever is less) from the due date. We reserve the right to suspend or terminate access for accounts with overdue balances.

3.7 Refunds. All fees are non-refundable except as required by applicable law or as expressly stated in these Terms. Partial-period cancellations do not entitle you to a prorated refund.

3.8 Changes to Fees. We may change subscription fees upon at least thirty (30) days' prior written notice. Your continued use of the Services after the fee change takes effect constitutes acceptance of the new fees.

4. Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You must not:

- Violate any applicable federal, state, provincial, or local law or regulation;
 - Use the Services to send unsolicited commercial communications (spam) or engage in deceptive marketing practices;
 - Upload, transmit, or store content that is unlawful, harmful, threatening, abusive, defamatory, obscene, or otherwise objectionable;
 - Infringe or misappropriate any intellectual property right or other right of any third party;
 - Attempt to gain unauthorized access to any part of the Services, other Accounts, or systems connected to the Services;
 - Interfere with or disrupt the integrity or performance of the Services or related systems;
 - Conduct automated scraping, crawling, or data harvesting of the Services without our express written consent;
 - Reverse engineer, decompile, or disassemble any component of the Services;
 - Resell, sublicense, or otherwise make the Services available to third parties without our prior written consent;
 - Use the Services to process data in violation of applicable privacy laws, including the CCPA, CPRA, PIPEDA, or Quebec Law 25.
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5. Pulse AI Features

5.1 Description. Pulse AI provides automated data connectors, AI-powered analysis, and scheduled processing pipelines that connect to third-party data sources (including financial data via Plaid), process that data using large language models, and surface insights within the Services.

5.2 Data Input. You are solely responsible for the accuracy, quality, and legality of all data you provide to Pulse AI connectors. You represent and warrant that you have all necessary rights and consents to submit such data for AI processing.

5.3 AI Outputs. AI-generated outputs are provided for informational and analytical purposes only. They do not constitute professional financial, legal, medical, or other advice. You are solely responsible for any decisions you make based on AI outputs. We make no warranty regarding the accuracy, completeness, or fitness for purpose of AI-generated results.

5.4 Encryption. Data processed by certain Pulse AI connectors (including the Plaid connector) is encrypted at rest using AES-256-GCM encryption. Encryption settings may

be configured per connector. All data in transit is protected by TLS 1.2 or higher.

5.5 Usage Metering. AI processing is metered and billed according to actual usage as described in Section 3.4. You can monitor your AI usage in your Account dashboard.

6. Third-Party Services and Integrations

6.1 General. The Services may integrate with or connect to Third-Party Services. Your use of Third-Party Services is governed by their respective terms and privacy policies. We are not responsible for the availability, accuracy, or practices of Third-Party Services.

Plaid Integration: Pulse integrates with **Plaid Inc.** to enable financial data connectivity. When you use Plaid-powered features, you agree to Plaid's End User Privacy Policy in addition to these Terms. Plaid's services are governed by Plaid's terms and are provided independently of App Ads Marketing. We do not control Plaid's data practices and are not liable for Plaid's acts or omissions.

6.3 Third-Party Content. Some content displayed within the Services may originate from third parties. Such content is the sole responsibility of the party that makes it available. We do not endorse and are not responsible for third-party content.

7. Intellectual Property

7.1 Our IP. The Services, including all software, interfaces, designs, text, graphics, and documentation, are owned by App Ads Marketing or its licensors and are protected by U.S. and international intellectual property laws. These Terms do not transfer any ownership interest in the Services to you.

7.2 License to Use. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services during your Subscription Period solely for your internal business purposes.

7.3 Your Content. You retain all ownership rights in your Content. By submitting Content to the Services, you grant us a non-exclusive, worldwide, royalty-free license to use, store, process, reproduce, and display your Content solely to provide and improve the Services. You represent and warrant that your Content does not violate any third-party rights.

7.4 Feedback. If you provide feedback, suggestions, or ideas about the Services, you grant us the right to use such feedback without restriction and without any obligation to you.

7.5 Trademarks. "Pulse," "App Ads Marketing," and related logos are trademarks of App Ads Marketing, LLC. Nothing in these Terms grants you the right to use our trademarks

without our prior written consent.

8. Copyright and DMCA

We respect intellectual property rights and comply with the Digital Millennium Copyright Act (DMCA). If you believe content on the Services infringes your copyright, please send a written notice to info@appadsmarketing.com with the following information:

- Identification of the copyrighted work you claim has been infringed;
- Identification of the allegedly infringing material and its location within the Services;
- Your contact information (name, address, telephone, email);
- A statement that you have a good faith belief that the use is not authorized by the copyright owner;
- A statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on their behalf;
- Your physical or electronic signature.

We will terminate, in appropriate circumstances, the accounts of users who are repeat copyright infringers.

9. Confidentiality

Each party may have access to the other's confidential information in connection with the Services. Each party agrees to: (a) hold the other's confidential information in strict confidence; (b) use it only to exercise rights and fulfill obligations under these Terms; and (c) not disclose it to third parties without prior written consent, except as required by law. Confidential information does not include information that is or becomes publicly known through no breach of these Terms.

10. Privacy and Data Protection

Our collection and use of personal information in connection with the Services is governed by our Privacy Policy. By using the Services, you consent to our data practices as described therein. If you are processing personal data on behalf of others using the Services, you are responsible for ensuring that such processing complies with applicable privacy laws.

11. Electronic Communications

By creating an Account, you consent to receive electronic communications from us, including service announcements, administrative messages, billing notices, and marketing communications (where permitted by law). Electronic communications satisfy any legal requirement that communications be in writing. You may opt out of marketing communications at any time, but you cannot opt out of transactional or administrative messages necessary for the operation of your Account.

12. Term and Termination

12.1 Term. These Terms commence on the date you first access the Services and continue until your Subscription is terminated or expires.

12.2 Cancellation by You. You may cancel your Subscription at any time through your Account settings or by contacting us. Cancellation takes effect at the end of your current Subscription Period. You remain responsible for all fees incurred through the cancellation date.

12.3 Termination by Us. We may suspend or terminate your access to the Services immediately, with or without notice, if: (a) you breach these Terms and fail to cure such breach within ten (10) days of written notice (if curable); (b) you fail to pay any fees when due; (c) you are subject to bankruptcy or insolvency proceedings; or (d) continued provision of Services would violate applicable law.

12.4 Effect of Termination. Upon termination: (a) all licenses granted to you cease; (b) you must immediately stop using the Services; (c) we may delete your Account and Content after a reasonable retention period; and (d) any accrued payment obligations survive termination. Where reasonably possible, we will provide advance notice and a reasonable opportunity to export your data before Account deletion.

12.5 Survival. Sections 1, 3 (accrued fees), 7, 9, 11, 12.4, 13, 14, 15, 16, and 17 survive termination.

13. Warranties and Disclaimers

We provide the Services using commercially reasonable care and skill. However:

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you in full.

14. Limitation of Liability

These limitations apply regardless of the theory of liability and even if a remedy fails its essential purpose. Some jurisdictions do not allow certain liability limitations, so these may not apply to you in full.

15. Indemnification

You agree to defend, indemnify, and hold harmless App Ads Marketing and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of or access to the Services in violation of these Terms; (b) your Content or data submitted to the Services; (c) your violation of any applicable law or regulation; or (d) your violation of any third-party right, including intellectual property or privacy rights.

16. Dispute Resolution

16.1 Informal Resolution. Before filing any formal legal proceeding, you agree to first contact us at support@appadsmarketing.com and attempt to resolve the dispute informally for at least thirty (30) days.

16.2 Binding Arbitration. Except for disputes that qualify for small claims court, all disputes arising out of or relating to these Terms or the Services will be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration will be conducted in Oakland County, Michigan, USA (or by video conference at the arbitrator's discretion). The arbitrator's award will be final and binding.

16.3 Class Action Waiver: YOU AND APP ADS MARKETING AGREE THAT EACH MAY BRING CLAIMS ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

16.4 Exception. Either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent infringement of intellectual property rights or to protect confidential information.

16.5 Canadian Customers. If you are a resident of Canada, the arbitration agreement in Sections 16.2 and 16.3 may not apply to you to the extent prohibited by applicable Canadian law.

17. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Michigan, USA, excluding its conflict-of-laws principles. For disputes not subject to arbitration, you consent to the exclusive jurisdiction of the federal and state courts located in Oakland County, Michigan, USA.

If you access the Services from Canada, you acknowledge that certain mandatory consumer protection provisions of your province may apply notwithstanding this choice of law.

18. General Provisions

18.1 Entire Agreement. These Terms, together with our Privacy Policy and any executed order forms or statements of work, constitute the entire agreement between you and App Ads Marketing regarding the Services and supersede all prior agreements and understandings.

18.2 Modifications. We may update these Terms from time to time. We will post the revised Terms on this page with an updated effective date and provide at least fourteen (14) days' notice for material changes. Your continued use of the Services after the effective date constitutes acceptance of the updated Terms.

18.3 Severability. If any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

18.4 Waiver. Our failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision. Waivers must be in writing and signed by an authorized representative to be effective.

18.5 Assignment. You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may freely assign these Terms, including in connection with a merger, acquisition, or sale of all or substantially all of our assets.

18.6 Force Majeure. Neither party will be liable for delays or failures in performance resulting from events beyond their reasonable control, including acts of God, natural disasters, pandemics, government actions, or internet outages.

18.7 No Third-Party Beneficiaries. These Terms do not create any third-party beneficiary rights.

19. Contact Us

If you have questions about these Terms, please contact us:

App Ads Marketing, LLC Michigan, U.S.A. Email: support@appadsmarketing.com

Website: www.appadsmarketing.com