

Terms of Use — Pulse

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1. Introduction and Acceptance

1.1 Publisher

Pulse is published by:

Thibault Lamour

Sole Proprietor (Micro-entreprise)

19 route des Aulnays,

50330 Gonneville-Le Theil, France

SIRET: 883 011 280 00012

Email: help@usepulse.me

1.2 Description of the Service

Pulse is a social communication mobile application that enables users to send and receive "pulses" — short expressive signals — to their contacts registered on the platform. The service includes the Pulse iOS and Android mobile application, the website usepulse.me, and any related service operated under the Pulse brand.

1.3 Acceptance of Terms

Access to and use of Pulse is conditional upon unconditional acceptance of these Terms of Use (hereinafter "Terms"). By creating an account or using the service, you acknowledge that you have read, understood, and agreed to these Terms in their entirety.

If you do not accept these Terms, you must immediately cease all use of Pulse.

2. Eligibility

2.1 Minimum Age

Use of Pulse is restricted to persons aged at least **13 years old**. Users residing in the European Union must be at least **16 years old** to use the service without the consent of a parent or legal guardian, in accordance with Article 8 of the GDPR.

By creating an account, you represent that you meet the applicable minimum age requirement. If we discover that a user does not meet this requirement, their account will be immediately deleted.

2.2 User Account

To access Pulse's features, you must create an account by providing:

- A valid phone number (used for authentication only)
- A first name
- A profile photo (optional but strongly recommended)

You are solely responsible for maintaining the confidentiality of your account access and for all actions taken through your account. You agree to notify us immediately of any unauthorized use of your account at help@usepulse.me.

2.3 Account Uniqueness

Each phone number may only be associated with one Pulse account. Creating multiple accounts in order to circumvent a suspension or ban is expressly prohibited.

3. Description of the Service

3.1 Core Features

Pulse allows users to:

- Send pulses (short expressive signals) to their friends registered on the platform
- Receive pulses from their friends
- Manage a contact and friends list
- Display a widget on their device's home screen

3.2 Nature of the Service

Pulse is an **expressive signal service**, not a messaging service. Pulses do not contain free-form text authored by the user. Pulse does not store the content of communications between users beyond the metadata necessary for the operation of the service (timestamp, pulse type, party identifiers).

3.3 Service Availability

We strive to ensure service availability 24/7. However, we reserve the right to interrupt the service, temporarily or permanently, including for maintenance operations, updates, technical reasons, or security purposes.

Pulse is not an emergency service. It must not be used as a means of communication in emergency situations under any circumstances.

4. Code of Conduct and Prohibited Behavior

4.1 Lawful Use

You agree to use Pulse lawfully, fairly, and in compliance with these Terms, applicable laws and regulations, and the rights of third parties.

4.2 Expressly Prohibited Conduct

It is strictly prohibited to use Pulse to:

Harm to Persons

- Harass, threaten, intimidate, or persecute another user
- Send pulses repeatedly in an abusive or non-consensual manner
- Impersonate another person or entity
- Violate another person's privacy

Harm to Service Security and Integrity

- Attempt to gain unauthorized access to Pulse's systems, servers, or data
- Introduce viruses, malware, or any malicious code
- Disrupt, overload, or compromise the service's technical infrastructure
- Circumvent security or authentication measures
- Use bots, scripts, or automated tools to interact with the service
- Reverse engineer the application

Legal Violations

- Violate any applicable law or regulation
- Infringe the intellectual property rights of third parties
- Distribute illegal content, including child sexual abuse material, content inciting hatred or violence
- Circumvent economic sanctions or embargo lists

Service Abuse

- Create fake accounts or accounts for fraudulent purposes
- Use the service for commercial or advertising purposes without our prior written consent
- Resell or sublicense access to the service

4.3 Reporting

If you are the victim of abusive behavior or witness a violation of these Terms, you can report the user directly from their profile in the app (Profile → Report). You may also contact us at [**help@usepulse.me**](mailto:help@usepulse.me).

We are committed to taking all reports seriously and addressing them within a reasonable timeframe.

5. Intellectual Property

5.1 Pulse's Rights

All elements constituting Pulse — including source code, interfaces, graphics, sounds, trademarks, logos, and visual identity — are the exclusive property of **Thibault Lamour** or are subject to licenses granted to them.

These elements are protected by French and international intellectual property laws. Any reproduction, representation, modification, adaptation, or exploitation, in whole or in part, of these elements without prior written authorization is strictly prohibited.

5.2 License to Use

Subject to compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use Pulse on your personal devices, for strictly personal and non-commercial purposes.

5.3 User Content

Pulse does not generate user content in the traditional sense (no text, images, or videos are published by users). Pulses sent are standardized signals belonging to our catalog. You do not transfer any intellectual property rights over content you may have created, as the service does not provide for such creation.

6. Privacy

The processing of your personal data is governed by our **Privacy Policy**, available at usepulse.me/privacy, which forms an integral part of these Terms.

By using Pulse, you acknowledge that you have read our Privacy Policy and agree to its terms.

7. Suspension and Termination

7.1 Termination at Your Initiative

You may terminate your use of Pulse at any time by deleting your account from **Settings** → **Delete my account**. Deletion is permanent and irreversible, in accordance with our Account Deletion Policy available at usepulse.me/deletion.

7.2 Suspension or Termination at Our Initiative

We reserve the right to suspend or terminate your access to Pulse, immediately and without notice, in the event of:

- Violation of these Terms
- Fraudulent, abusive, or illegal conduct
- Harm to the security of the service or other users
- An order from a competent judicial or administrative authority

In the event of suspension or termination for breach, no refund will be due. We will endeavor to notify you by email, unless communication is legally or technically impossible, or would aggravate the harm caused.

7.3 Service Termination

We reserve the right to discontinue the Pulse service, in whole or in part, at any time. In the event of permanent discontinuation of the service, we will notify you with reasonable advance notice (at least 30 days where possible), unless prevented by technical or legal constraints.

8. Limitation of Liability

8.1 Scope of Pulse's Liability

To the fullest extent permitted by applicable law, Pulse is provided "as is" and "as available," without warranty of any kind, express or implied.

We do not warrant:

- That the service will be uninterrupted, error-free, or bug-free
- That the service will meet your specific expectations
- The indefinite preservation of your data in the event of a major technical failure

8.2 Exclusions of Liability

To the fullest extent permitted by applicable law, we disclaim all liability for:

- Indirect, incidental, special, or consequential damages resulting from use or inability to use the service
- Loss of data resulting from a technical failure
- Acts or omissions of third parties, including other users
- Service interruptions due to force majeure events
- Damages resulting from unauthorized access to your account due to your own negligence

8.3 Liability Cap

To the fullest extent permitted by applicable law, our total liability to you for any damages arising from these Terms or use of the service shall not exceed the amount you have paid us in the twelve (12) months preceding the event giving rise to the damage, or **EUR 50** if you have made no payments.

8.4 Consumer Rights

The above limitations of liability apply to the fullest extent permitted by law. They do not apply in cases of fraud, gross negligence, personal injury, or any other case where applicable law

prohibits the exclusion or limitation of liability. Users residing in the EU retain the rights granted to them by applicable mandatory consumer protection legislation.

9. Third-Party Links

Pulse may contain links to third-party websites or services. These links are provided for informational purposes only. We have no control over the content of these sites and disclaim all liability for their content, privacy practices, or availability.

10. Governing Law and Jurisdiction

10.1 Governing Law

These Terms are governed by French law. They are drafted in French and English; in the event of a conflict between the two versions, the French version shall prevail.

10.2 Amicable Resolution

In the event of a dispute relating to these Terms or the use of the service, you agree to contact Pulse first at **help@usepulse.me** to seek an amicable resolution before initiating any legal proceedings.

10.3 Mediation

In accordance with applicable consumer protection regulations, consumers residing in the EU have the right to use a consumer mediation service free of charge for the amicable resolution of disputes. The competent consumer ombudsman can be found via the European Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr>

10.4 Competent Jurisdiction

Failing amicable resolution, any dispute shall be subject to the exclusive jurisdiction of the competent French courts, subject to mandatory consumer protection provisions applicable to users residing in the European Union.

Users residing in the European Union may also use the Online Dispute Resolution platform established by the European Commission: <https://ec.europa.eu/consumers/odr>.

11. Miscellaneous

11.1 Entire Agreement

These Terms, together with the Privacy Policy and the Account Deletion Policy, constitute the entire agreement between you and Pulse regarding use of the service.

11.2 Severability

If any provision of these Terms is held to be null, unlawful, or unenforceable by a competent court, that provision shall be deemed struck and the remaining provisions shall remain in full force and effect.

11.3 No Waiver

Pulse's failure to enforce any provision of these Terms shall not be construed as a waiver of its right to enforce such provision in the future.

11.4 Amendments

We reserve the right to modify these Terms at any time. In the event of a material change, you will be notified via an in-app notification at least **30 days before** the new provisions take effect. Continued use of the service after that date constitutes acceptance of the amended Terms.

The current version is always available at usepulse.me/terms.

12. Contact

For any questions regarding these Terms:

Email: help@usepulse.me

Address: Thibault Lamour, 19 route des Aulnays, 50330 Gonneville-Le Theil, France

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Drafted in compliance with French law, European Union consumer law, and the requirements of the Apple App Store and Google Play Store platforms.