

TERMS OF SERVICE FOR PULSEOXCORE

Effective Date: 01/12/2025

1. ACCEPTANCE OF TERMS

By accessing and using <https://www.pulseoxcore.com> (the "Service"), you accept and agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you must not access or use the Service.

2. DESCRIPTION OF SERVICE

PulseoXcore provides intelligent, automated photo enhancement designed for sellers and small businesses that require high-quality product images for online resale. It transforms ordinary photos into clean, professional-looking images suitable for platforms such as Vinted, Wallapop, eBay, Amazon, Etsy, and other online marketplaces.

Using advanced photo-editing technology, the system automatically corrects product framing, scale, proportion, and visual balance—offering far more than basic background removal. In just seconds, users receive optimized images that appear consistent, well-composed, and visually appealing, ultimately improving buyer confidence and increasing sales potential.

This service is particularly suited for second-hand sellers, small shops, independent creators, and resellers who seek to elevate their product photos without requiring photography or editing expertise. Its purpose is straightforward: to enable anyone to present their products with professional-quality images effortlessly and instantly. through our website. The specific features and functionality of the Service are subject to change without notice.

3. USER REGISTRATION

3.1. You may be required to register with the Service to access certain features.

3.2. You agree to keep your password confidential and will be responsible for all use of your account and password.

3.3. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

4. USER OBLIGATIONS

You agree not to:

- 4.1. Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 4.2. Make any unauthorized use of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email.
- 4.3. Use the Service to advertise or offer to sell goods and services.
- 4.4. Circumvent, disable, or otherwise interfere with security-related features of the Service.
- 4.5. Engage in unauthorized framing of or linking to the Service.
- 4.6. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- 4.7. Make improper use of our support services or submit false reports of abuse or misconduct.
- 4.8. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 4.9. Interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service.
- 4.10. Attempt to impersonate another user or person or use the username of another user.
- 4.11. Sell or otherwise transfer your profile.
- 4.12. Use any information obtained from the Service in order to harass, abuse, or harm another person.
- 4.13. Use the Service as part of any effort to compete with us or otherwise use the Service and/or the Content for any revenue-generating endeavour or commercial enterprise.
- 4.14. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service.

- 4.15. Attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service.
 - 4.16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Service to you.
 - 4.17. Delete the copyright or other proprietary rights notice from any Content.
 - 4.18. Copy or adapt the Service's software.
 - 4.19. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Service or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Service.
 - 4.20. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism.
 - 4.21. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service.
 - 4.22. Use the Service in a manner inconsistent with any applicable laws or regulations.
- ## 5. INTELLECTUAL PROPERTY RIGHTS
- 5.1. The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by PulseoXcore , its licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
 - 5.2. These Terms permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as follows:
 - a. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - b. You may store files that are automatically cached by your Web browser for display enhancement purposes.

c. You may print or download one copy of a reasonable number of pages of the Service for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

6. USER GENERATED CONTRIBUTIONS

6.1. The Service may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Service.

6.2. Any Contribution you transmit to the Service will be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

a. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

b. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Service, and other users of the Service to use your Contributions in any manner contemplated by the Service and these Terms.

c. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Service and these Terms.

d. Your Contributions are not false, inaccurate, or misleading.

e. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

f. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

g. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

h. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.

- i. Your Contributions do not violate any applicable law, regulation, or rule.
- j. Your Contributions do not violate the privacy or publicity rights of any third party.
- k. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- l. Your Contributions do not violate any federal or state law concerning child pornography or otherwise intended to protect the health or well-being of minors.
- m. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- n. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

7. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Service ("Submissions") provided by you to us are non-confidential and shall become our sole property.

8. THIRD-PARTY WEBSITES AND CONTENT

The Service may contain (or you may be sent via the Service) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

9. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Service, such as sidebar advertisements or banner advertisements.

10. SERVICE MANAGEMENT

We reserve the right, but not the obligation, to:

- 10.1. Monitor the Service for violations of these Terms.
- 10.2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms.

10.3. Refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof.

10.4. Remove from the Service or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems.

10.5. Otherwise manage the Service in a manner designed to protect our rights and property and to facilitate the proper functioning of the Service.

11. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy [link to privacy policy]. By using the Service, you agree to be bound by our Privacy Policy, which is incorporated into these Terms.

12. TERM AND TERMINATION

12.1. These Terms shall remain in full force and effect while you use the Service.

12.2. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION.

13. MODIFICATIONS AND INTERRUPTIONS

13.1. We reserve the right to change, modify, or remove the contents of the Service at any time or for any reason at our sole discretion without notice.

13.2. We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors.

14. GOVERNING LAW

These Terms shall be governed by and defined following the laws of eu. PulseoXcore and yourself irrevocably consent that the courts of eu shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

15. DISPUTE RESOLUTION

15.1. Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us, the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration.

15.2. Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.

16. CORRECTIONS

There may be information on the Service that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Service at any time, without prior notice.

17. DISCLAIMER

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK.

18. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.

19. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Service; (3) breach of these Terms; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Service with whom you connected via the Service.

20. USER DATA

We will maintain certain data that you transmit to the Service for the purpose of managing the performance of the Service, as well as data relating to your use of the Service.

21. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Service, sending us emails, and completing online forms constitute electronic communications.

22. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

23. MISCELLANEOUS

23.1. These Terms and any policies or operating rules posted by us on the Service constitute the entire agreement and understanding between you and us.

23.2. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

23.3. We may assign any or all of our rights and obligations to others at any time.

23.4. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

24. CONTACT US

In order to resolve a complaint regarding the Service or to receive further information regarding use of the Service, please contact us at:

PulseoXcore

<https://www.pulseoxcore.com>