



Terms, Conditions, and Full Warranties

Terms, Conditions & Warranties

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1. Pricing

Pulse ISM prices are presented and distributed on a master price list annually to dealers that provide current and accurate contact information prior to distribution. This master price list is available upon request at any time. Prices, in the best capacity possible, are also represented on the Pulse ISM website. Pulse ISM reserves the right to adjust pricing on any and all items as deemed necessary. Pulse ISM will, to the best of our ability, communicate any and all price changes throughout the year. However, Pulse ISM bears no responsibility to communicate any price changes.

Pulse ISM pricing provided with any official quote is valid for 90 calendar days from the date of receipt. Provided pricing is valid for an entire quote (quote total), not on individualized products unless otherwise noted. Listed or quoted prices may exclude taxes, shipping, insurance, and any other applicable fees where necessary. These (or any) additional fees and charges will be the sole obligation of the customer. Emergency, rush, or any other expedited order may be subject to additional shipping and/or handling fees not included in quoted pricing.

Taxes (where applicable) are charged per order by federal standards. Orders originating from the state of Tennessee are subject to Tennessee state sales tax and will be billed accordingly, unless a valid tax exemption certificate is on file with Pulse ISM prior to an order being placed. Pulse ISM will not revise any order for tax purposes if a certificate of tax exemption is provided after an order is placed.

Any pricing discrepancies must be reported and validated by Pulse ISM within 10 business days from the original invoice date. Pulse ISM reserves the right to bear no obligation to issue any credit or adjust any invoice for claims made or filed outside of the 10-business day window. Any and all processes related to filing pricing discrepancy claims are the sole responsibility of the customer.

2. Payment Terms

Payment terms are Net 30 days from the date of invoice on all accounts, new or otherwise. For your convenience we accept MasterCard, VISA, American Express, Discover, ACH, and Wire Transfer. All wire transfers include a flat \$30 fee per order in the original quote. Discounts do not apply to wire transfer fees or bank fees. Pulse ISM reserves the right to suspend or cancel any shipment or order if any customer invoice is not paid (partial or full) within defined due dates as determined by Pulse ISM, or if Pulse ISM deems otherwise necessary. Pulse ISM is entitled to receive all expenses of collection, including but not limited to, attorneys' fees and applicable charges, related to any action initiated to collect past-due amounts. Third party collection fees and legal fees must be paid in full before an account will be reopened and are the sole responsibility of the customer. Pulse ISM reserves the right to deem an account "Payment in Advance" or "Pre-paid" status for as long as necessary in the event an account fails to pay with the pre-determined guidelines noted above, or for any other reason Pulse ISM deems necessary.

3. Ordering

Pulse ISM does not require a minimum dollar amount, or minimum order quantity, to place an order for any product. Pulse ISM reserves the right to change this policy as deemed necessary. Pulse ISM specifically reserves the right to require a minimum purchase amount or establish specific terms and regulation, including but not limited to standing orders, to provide certain specialty pricing or guarantee certain manufacturing lead times.

Pulse ISM defines standard orders as non-specialty or non-custom products as noted on the original purchase order.

Pulse ISM is not responsible for duplicate shipments in the event any revised and/or resubmitted order (for any reason) is not clearly marked or notated accordingly. Orders such as these must be clearly marked and notated with specific identification of a request to not duplicate the order. Some examples are: "do not duplicate"; "revised order." It is the sole responsibility of the customer to provide accurate information prior to Pulse ISM processing a revised and/or resubmitted purchase order. Confirmation by Pulse ISM of a non-duplicate request is required to contest any error in order duplication. Restocking fees will apply to duplicate shipments that do not meet the required steps mentioned above.

Pulse ISM Will Accept Orders in the Following Manners:

- **Email Orders** - Orders must be sent to Orders@PulseISM.com. No other email address will be accepted for order requests, unless specifically noted by Pulse ISM. All orders sent to this email address will be processed in the order they are received. Pulse ISM offers no guarantee of order entry and confirmation on the same date an order is received. Orders sent to this email will be entered and charged based on the individual account status. All orders placed via email will receive email confirmation to the primary contact email noted or on file. It is the customer's responsibility to provide accurate and current contact information prior to, or with order submission. When applicable, customers will receive a unique sales order number and confirmation number via the designated contact email on file.

- **Phone Orders** - Orders placed by phone will require a valid contact email address at the time of the order. An emailed copy of the order will be sent to the customer on a Techno-Aide proprietary order form for final verification and authorization prior to processing. Payment processing and shipping calculation will depend on an individual account status and may require an additional step.

4. Cancellations and Modifications

Cancellations, modifications, or changes to orders and/or products are only permitted prior to the production process beginning or before orders of necessary components are placed. Techno-Aide does not have a penalty charge or fee for cancellation of orders prior to the production process beginning or before orders of necessary components are placed. Cancellations, modifications, or changes are not permitted once Pulse ISM determines the production process has begun on any order. Any attempts at cancellation, modification, or change to an order and/or product may be subject to additional fees, up to 50% of the original purchase price. Included, but not limited to, any orders with additional, bundled, custom, or free options and/or items added, embroidery, personalization, custom colors, non-standard color combinations, fabrics, sizes, quantities, and materials. All requests for cancellation, modification and/or changes must have a verified confirmation from Pulse ISM to be valid. Confirmation will be given through written or digital means depending on the receipt of the request as Pulse ISM deems necessary.

5. Shipping

Shipping charges will be by any one of the following means: prepaid, added to invoice, or charged to a provided and valid customer shipping account. Shipping charges will originate from Nashville, TN (37189) or an authorized location when necessary. All orders have a minimum charge of \$9.95 (USD) for invoiced shipping, handling, and insurance. Pulse ISM's standard shipping service will be via UPS unless notated on the original purchase order or otherwise deemed necessary. Pulse ISM requires preferred shipping account information with submitted purchase orders to charge via anything other than our default shipping. Pulse ISM bears no liability for inaccurate or missing shipping information. It is the sole responsibility of the customer to provide accurate and timely shipping information with all initial order requests. All freight estimates are for dock-to-dock deliveries only. Additional services are available, and fees may apply.

Pulse ISM reserves the right to charge a minimum weekly storage fee of \$50 (USD) for any order or item not picked up within seven (7) business days of original pickup confirmation.

Pulse ISM reserves the right to refuse any and all return or exchange requests based on, and assumes no liability for, shipping/delivery related issues.

Available Shipping Services:

- **Curbside Unloading** - Available upon request. For deliveries without a suitable dock. Additional charges will apply and may vary.

- **Lift Gate and Inside Delivery** - For deliveries without a loading dock, that require product to be placed inside the front entrance/door. Specifics and charges are governed by local freight services. Additional charges will apply and may vary.
- **White Glove Delivery** - White Glove Delivery is offered as a full-service delivery and setup option. Product is delivered, removed from transportation, unloaded from shipping materials (such as a pallet or skid), placed in the desired location or room, then fully assembled upon request. All packaging, shipping materials, and subsequent waste or trash from transportation materials, will be disposed of. Pricing quotes are based on a customer's specified needs at time of order. Additional charges will apply and may vary. This service does not include removal or relocation of existing products.

For information regarding these or any other shipping and/or handling services, including specialty requests or inquiries, please contact Pulse ISM customer service at Support@PulseISM.com or call us at (913) 662-1405.

6. Warranty, Returns, and Exchanges

Warranty:

Protective apparel products and protective accessories manufactured by Pulse ISM (including, but not limited to, protective/lead aprons) carry a two-year limited warranty on workmanship and material defects. Pulse ISM's criteria for apron rejection can be found at the following link:

[https://PulseISM.com/
PulseISM_Leaded_Lead_Equivalent_Products_Criteria_for_Replacement_2024.pdf](https://PulseISM.com/PulseISM_Leaded_Lead_Equivalent_Products_Criteria_for_Replacement_2024.pdf)

All other products carry a one-year limited warranty unless otherwise noted. Any product resold by Pulse ISM will be subject to, and cannot exceed, the original manufacturer's warranty. Pulse ISM bears no responsibility for manufacturer defects and issues for products not manufactured by Pulse ISM. Claims such as these are the sole responsibility of the customer and Pulse ISM bears no responsibility and liability. Pulse ISM will, when applicable, provide any assistance available in the claims process for any products manufactured by anyone other than Pulse ISM.

Pulse ISM shall manufacture products in accordance with the requirements of all applicable law, including without limitations, the regulations promulgated by and for the US Food and Drug Administration, industry standards, and any and all other governing bodies. Pulse ISM guarantees, where applicable, that products are free of defects in parts and workmanship under normal use from the date of delivery to the original end user. Pulse ISM will not be responsible for any product failure due to abuse, modification, improper use, or for any use which exceeds the published capacity of the product. Pulse ISM reserves the right to deem any and all product defects or damage not covered by warranty for any reason upon investigation.

Pulse ISM may require the customer to send in defective parts for examination to determine the applicability of these, or any, warranty provisions. Do not discard parts before contacting Pulse ISM for warranty service. Pulse ISM reserves the right to dispose of non-defective returned products if the customer fails to respond to requests for required information within 15 business days from receipt of product. Pulse ISM shall have no liability whatsoever for

damages caused by transportation, accidents, fire, unauthorized alteration, normal wear and tear, abuse, or any other circumstances outside of Pulse ISM's control. Pulse ISM will have no liability whatsoever for any incidental or consequential damages, including without limitation, lost profits or any such damages arising from (a) the design, manufacture, sale, delivery, installation, repair, operation, or use of products of Pulse ISM or any part thereof, (b) any actual or alleged failure or defect in products of Pulse ISM or any part thereof, or (c) any actual or alleged breach or non-performance by Pulse ISM of this limited warranty.

Pulse ISM's warranty shall be void and of no effect if: 1) Buyer alters, modifies, or repairs the products; 2) Buyer uses the products in a manner not intended by Seller or in a manner not disclosed by Buyer; or 3) the breach resulted from the actions or omissions by another party or misuse of the products.

Returns and Exchanges:

All return or exchange requests require a valid Return Material Authorization (RMA) number issued by Pulse ISM. RMA requests must be made prior to the return or exchange of any product. RMA numbers must be referenced visibly and legibly on the outside of all packaging containing requested return or exchange product(s) to be valid. Pulse ISM reserves the right to cancel or void any RMA request that does not adhere to the outlined process and policy.

RMA Requests Must Include the Following:

- (1) A detailed description of the reason for a requested return or exchange.
- (2) The original purchase order number(s).
- (3) Pulse ISM item number(s) for all products.
- (4) Quantities listed for all requested return/exchange products.
- (5) Product photo(s) for documentation may be required

Return or exchange requests for anything other than manufacturing defects or production errors are at the discretion of Pulse ISM and are subject to restocking and handling fees determined by the manufacturer. Pulse ISM will authorize returns with no fees, including but not limited to, restocking and handling fees, for validated defective products only. Personalized, custom, sterile, or specialty items are non-returnable and non-refundable for any reason other than validated manufacturing defects. Pulse ISM reserves the right to deem any and all products ineligible for return.

Return or exchange requests must be made within 10 business days from original date of receipt. Please note that the date of receipt upon delivery counts as day one (1) of the 10 business days. A credit memo will be issued only after the returned or exchanged merchandise is received, inspected, and validated by Pulse ISM. A complete credit will be issued within 90 calendar days of Pulse ISM's validated receipt of product(s) listed on the original RMA. These terms apply to all eligible products including but not limited to the categories listed below.

General Product Returns & Exchanges (Non-apparel and Non-Foam):

All authorized returns and/or exchanges for non-apparel and non-foam products are subject to a minimum 25% restocking fee. Please note the following updated policies:

1. All products are ineligible for return if requests are made past 10 business days from the original date of receipt. Please note, the date of receipt counts as day one (1) of the 10 business days.
2. Items are only eligible for return or exchange if determined and validated by Pulse ISM that the product contains flaws and/or errors that cannot be fixed with spare or replacement parts. Pulse ISM may require an attempt to repair before authorizing a return or an exchange for a replacement product. Any and all approved exchanges will be offered as a same for same product exchange.
3. Any painted product that is considered defective due to damage to outer paint or "finish" must be reported to Pulse ISM within 10 business days of receiving the product(s). A validated photo or photos of reported defects must be provided to Pulse ISM within these 10 business days to be eligible for return.
4. Products are ineligible for return if an item has been misused or abused by the customer (as deemed by Pulse ISM), or if an item has been damaged due to normal wear and tear, or if item has been used for something other than its intended purpose, or if item was listed as a discontinued product at time of sale, or if an item was purchased from clearance, or is a product considered custom or otherwise non-returnable or non-refundable as designated by Techno-Aide.

Protective Apparel Returns & Exchanges:

All manufactured protective apparel products have a limited two-year manufacturer warranty unless otherwise noted. The two-year warranty period begins on the date the item ships from Pulse ISM as indicated on the original product tag. Return or exchange requests for anything other than manufacturing defects or production errors are at the discretion of Pulse ISM and are subject to a 50% breakdown, restocking, and/or handling fee as determined by the manufacturer. In order to be eligible for return, all protective apparel items must have the Pulse ISM tracking tag still in place on the garment. Pulse ISM reserves the right to cancel or void any warranty should it deem necessary. Additional warranty and returns policies written below:

1. To qualify for warranty replacement and/or return authorization, all fabric-based protective apparel containing lead, or lead equivalent material, must be inspected upon receipt by the customer before being put into service or used in any non-testing imaging environment. Pulse ISM requires radiographs and/or x-ray images of fabric-based apparel containing lead, or lead equivalent material, within 10 business days upon receipt of the initial delivery. These images must be documented and notated with accurate and qualifying dates and must include the appropriate Pulse ISM part numbers with each image, within the 10-business day window. Any return and/or replacement requests including, but not limited to, potential holes, pinholes, tears, cracks, or all other media related concerns, will not be accepted more than 10 days after receipt of the product(s) by the end user. Pulse ISM reserves the right to request additional

information and/or images of products in question during any and all warranty reviews. All fabric-based protective apparel containing lead or lead equivalent material are inspected and free of external defects prior to shipping. Protective apparel products and media-based material require customer care for the life of the product. Failure to properly store and/or care for these products may cause damage to the materials and void any and all warranty.

2. All products are ineligible for return for any of, but not limited to, the following reasons if a return request is made past 10 business days from the original date of receipt: weight, fit, style, color, imaging discrepancies (including but not limited to apparent holes, pinholes, cracks, or other visual deformities with the inner protective core), tears, and any other claims not deemed valid by Pulse ISM. Please note, the date of receipt counts as day one (1) of the 10 business days.
3. Protective apparel items are ineligible for return if they have been worn and/or used for anything other than initial sizing, fitting, and/or required media inspection within the 10 business days of receiving the product. Any use of a product during a medical or professional procedure (as determined by Pulse ISM) voids the return policy for any reason other than manufacturer defects or errors. Even if approved under these circumstances, Pulse ISM may require additional steps and fees in order to ensure the safety of its employees and limit possible cross-contamination.
4. Any product featuring customization including, but not limited to, sizing, fit, non-default color combination, or embroidery are non-returnable and non-refundable for any reason other than approved manufacturer defect and/or error.
5. Should Pulse ISM offer a valid warranty exchange/fulfillment, replacement products are offered only as a same for same product exchange.
6. In the event of a warranty replacement, the replacement product carries a warranty period equal to the remaining warranty of the original item. *For example: if a protective apron is replaced under warranty at the one-year date, the replacement product will carry a one-year warranty in order to fulfill the original two-year warranty.*
7. In the event of an authorized return outside of the 10-business day return and exchange period, and a same and/or comparable product is not available, Pulse ISM will issue a prorated credit based on the remaining warranty terms. Any and all prorated credits are calculated based on an items original sales price and prorated based off the remaining duration of the qualifying warranty dates.

Foam and Positioning Product Returns

All foam and positioning products have a limited one-year manufacturer warranty unless otherwise noted. The one-year warranty period begins on the date the item ships from Techno-Aide as indicated on the original product tag. All authorized returns for foam and/or positioning products are subject to a minimum 25% restocking fee. Custom foam and/or positioning products, including but not limited to, foam density variations, sizing, shape, and custom branding or labeling, are non-returnable and non-refundable for any reason other than validated manufacturing defects or errors. Please note the following updated policies:

1. Standard foam products (as defined by non-custom options above) must be in unused, like-new condition, and in their original sealed packaging to be eligible for return or exchange.

Restocking fees will apply. Custom items (as defined above) are non-returnable and non-refundable. Pulse ISM reserves the right to deem any product ineligible for return or exchange for any reason.

2. Any foam or positioning product designed to be absent of artifacts during proper imaging will be eligible for an exchange only if Pulse ISM determines it is causing unavoidable artifacts or image distortions. If a foam or positioning product that is intended to be absent of artifacts is proven to show questionable imaging artifacts or distortions, it will be eligible for a free exchange upon validation by Pulse ISM. This will require a customer to submit copies of images showing artifacts in question, along with pictures of the items current condition within 10 business days of receiving product. Pulse ISM reserves the right to require additional information, pictures, and/or documentation to determine return or exchange eligibility.

3. Any foam or positioning product that is damaged, soiled, marked on, heavily used, or otherwise deemed improperly used by Pulse ISM will be ineligible for returns or exchanges. Exclusions may include, but are not limited to, damage incurred from moving or picking up foam products during use, puncture marks from hands or fingernails, rips and tears, damage from outside or separate equipment, and improper storage.

4. Pulse ISM will not authorize any return or exchange for any foam or positioning product if it has been removed from its original sealed packaging, if it has been used, and/or does not show validated artifacts as described above and determined by Pulse ISM.

5. Returns and exchanges will not be authorized for foam discoloration (or oxidization) as this is a normal and unavoidable process for most foam-based products and does not degrade the quality and/or performance of the product.

Additional General Return Guidelines

1. Return or exchange requests for anything other than manufacturing defects or production errors are at the discretion of Pulse ISM and are subject to restocking and handling fees determined by the manufacturer. Pulse ISM will authorize returns with no fees, including but not limited to, restocking and handling fees, for validated defective products only. Personalized, custom, sterile, or specialty items are non-returnable and non-refundable for any reason other than validated manufacturing defects. Pulse ISM reserves the right to deem any and all products ineligible for return. Return requests must be made within 10 business days from original date of receipt. Please note, the date of receipt counts as day one (1) of the 10 business days. All eligible returns are subject to a minimum 25% restocking and handling fee. All return or exchange requests require a valid Return Material Authorization (RMA) number.

2. In the event Pulse ISM provides authorization for a non-warranty product return or exchange, applicable products must be prepaid to Pulse ISM. Any exclusionary non-warranty product returns or exchanges must be free of damage and must have the original Pulse ISM packaging intact upon receipt. Damages incurred during shipping to Pulse ISM are the responsibility of the shipper and shipping company. Pulse ISM reserves the right to require additional information and steps not listed within these terms and conditions prior to and during any exclusionary approval process.

3. Pulse ISM bears no responsibility for product damaged during shipping and handling. All efforts to recoup expenses due to shipping or handling damage are the sole responsibility of the customer and shipping carrier/service.

7. Damaged Goods

Prior to shipping, all products that ship direct from Pulse ISM receive an authorized receipt of merchandise that stands as an acceptance of shipping liabilities. Pulse ISM receipts of merchandise validate products passed all predetermined quality and functionality inspections and ship in undamaged and working condition.

If a product arrives damaged, incomplete, or in any condition other than noted on the authorized receipt of merchandise, it is the sole responsibility of the recipient (ship-to/end user) to note visible damage or shortages on the bill of lading prior to the carrier leaving the delivery facility. Failure to properly note any damage and/or discrepancies on the bill of lading at the time of delivery will void any attempted freight claim, which may forfeit or delay any potential credit. Some instances may require a carrier inspector to validate shipments prior to any claim. It is the sole responsibility of the customer to retain all shipping items and material as required by the carrier inspector. Pulse ISM will assist where applicable in instances that require a carrier inspector to validate shipments. However, Pulse ISM bears no responsibility for damaged products, lost items, or any issues related to shipping and/or handling of product, including replacement products and/or financial compensation. Pulse ISM may be limited in our capacity to assist in shipping and/or delivery related claims as determined by the situation.

Pulse ISM makes no claim and bears no responsibility for reimbursement for issues related to damage, lost items, or any other issues during shipping and/or handling. All reporting or inspections must be filed within five (5) business days from the delivery date. Delayed reporting can delay or void the carrier's responsibility to pay any claim and may negate any credit authorized by Pulse ISM. Any replacements authorized through Pulse ISM are handled as separate purchase orders. Authorized replacements will require their own purchase order number for billing and records. Any potential credits will be applied to the original purchase order.

Online Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

Copyright

The entire content included in this site, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the

property of Pulse ISM, Inc.. The collective work includes works that are licensed to Techno-Aide. ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order with Pulse ISM, Inc. or purchasing Pulse ISM, Inc. products. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for your own non-commercial use, or to place an order with Pulse ISM, Inc. or to purchase Pulse ISM, Inc. products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized Pulse ISM, Inc.. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Online Shipping Rates

While Pulse ISM, Inc. and its corresponding website makes every attempt to calculate correct shipping rates for its customers, occasionally errors are made because of special shipping circumstances. If a shipping rate is found not to be correct, every attempt will be made to contact the customer as soon as possible regarding the difference, whether positive or negative in price. No order will be processed unless the change in price has been explicitly approved by the customer.

Trademarks

All trademarks, service marks and trade names of Pulse ISM, Inc. used in the site are trademarks or registered trademarks of Pulse ISM, Inc.

Online Warranty Disclaimer

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Pulse ISM, Inc. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Pulse ISM, Inc. does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Pulse ISM, Inc. does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

Pulse ISM, Inc. shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Pulse ISM, Inc. has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a Pulse ISM, Inc. product is mistakenly listed at an incorrect price, Techno-Aide, Inc. reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Pulse ISM, Inc. reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Pulse ISM, Inc. shall issue a credit to your credit card account in the amount of the incorrect price.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Pulse ISM, Inc. without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

Pulse ISM, Inc. may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Pulse ISM, Inc..

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of Tennessee, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Pulse ISM, Inc. products) shall be in the state or federal courts located in Nashville, Tennessee. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Pulse ISM, Inc. products) must be commenced within one (1) year after the claim or cause of action arises. Pulse ISM, Inc.'s failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Pulse ISM, Inc. may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Pulse ISM, Inc. or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Participation Disclaimer

Pulse ISM, Inc. does not and cannot review all communications and materials posted to or created by users accessing the site and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Pulse ISM, Inc. is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Pulse ISM, Inc. reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Techno- Aide, Inc. in its sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless Pulse ISM, Inc., its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Third-Party Links

In an attempt to provide increased value to our visitors, Pulse ISM, Inc. may link to sites operated by third parties. However, even if the third party is affiliated with Pulse ISM, Inc., Pulse ISM, Inc. has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Pulse ISM, Inc.. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Pulse ISM, Inc. seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

Privacy Policy**What information do we collect?**

- We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.
- When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

- Like many websites, we use "cookies" to enhance your experience and gather information about visitors and visits to our websites. Please refer to the "Do we use 'cookies'?" section below for information about cookies and how we use them.

How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, navigate the website, or use certain other site features in the following ways:

- To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.
- To administer a contest, promotion, survey, or other site feature.
- If you have opted-in to receive our e-mail newsletter, we may send you periodic e-mails. If you would no longer like to receive promotional e-mail from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below. If you have not opted-in to receive e-mail newsletters, you will not receive these e-mails.

How do we protect visitor information?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

Do we use "cookies"?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Google Chrome or Internet Explorer) settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your site experience more efficient and some of our services will not function properly. However, you can still place orders over the telephone by contacting customer service.

Do we disclose the information we collect to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. The term "outside parties" does not include Pulse ISM, Inc.. It also does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

How can you opt-out, remove or modify information you have provided to us?

To delete all of your online account information from our database, sign into the "My Account" section of our site and remove your shipping addresses, billing addresses & payment information. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

Third party links

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

Changes to our policy

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. **This policy was last modified on March 29, 2021.**

Questions and feedback

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue.

Online Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions

Our Terms and Conditions listed above establish the use, disclaimers, and limitations of liability governing the use of our website.

Your consent

By using our site, you consent to our privacy policy.

**Data and policies as of 01/01/2024. Subject to change without prior notice.*