

OnPulse.info

Privacy Policy

OnPulse web service doesn't collect, store or cache any data it receives through Magento Extension connector. All data connector transfers to OnPulse server is sent directly to you, with no caching or storing on OnPulse server.

Terms of Service

Introduction

Welcome to the web site of OnPulse ("Service"), an aheadWorks Capital Limited ("aheadWorks", "we" or "us") web based service. aheadWorks is the sole owner of this Site and service. Set out below are terms and conditions for use of the Service.

Before you register with the Service, you must read and agree to this Terms of Service ("TOS"). By using the Service, you agree to be bound by the TOS and you agree that it is enforceable as if it were a written negotiated agreement signed by aheadWorks and you ("you" or "holder").

You agree to be bound by these terms if you use our services. aheadWorks reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the TOS. Continued use of the Service after any such changes shall constitute your consent to such changes.

Be sure to check this page periodically for updates, as your continued use of the Service signifies your acceptance of any changed items.

Violation of any of the terms below will result in the termination of your Account.

Accepting the Terms

1. In order to use the Service, you must firstly agree to the Terms. You may not use the Service if you do not accept the Terms of Service.
2. You understand and agree that aheadWorks will treat your use of the OnPulse service as acceptance of the TOS from that point onwards.

Account Terms

1. You must be 18 years or older to use the Service and you may not be a person barred from receiving the Service under the laws of the country in which you are resident or from which you use the Service.
2. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup and billing process if required.
3. Your login credentials may only be used by one person – a single login shared by multiple people is not permitted.
4. You are responsible for maintaining the security of your account and password. aheadWorks cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. If you become aware of any unauthorized use of your account, you agree to notify aheadWorks immediately.
5. You are responsible for all content posted and activity that occurs under your account.
6. One person or legal entity may not maintain more than one free account.
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

General Conditions

1. Technical support is only available through the helpdesk@aheadworks.com
2. The service is provided on an “as is” and “as available” basis. Your use of the Service is at your sole risk.
3. You understand that aheadWorks uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service.
6. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
7. aheadWorks does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
8. You expressly understand and agree that aheadWorks shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if aheadWorks has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of

your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

9. The failure of aheadWorks to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and aheadWorks and govern your use of the Service, superseding any prior agreements between you and aheadWorks (including, but not limited to, any prior versions of the Terms of Service).

Modifications to the Service and Prices

1. Service status, prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the OnPulse.info Site or the Service itself.
2. aheadWorks reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
3. aheadWorks shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Cancellation and Termination

1. You may cancel your account at any time by sending aheadWorks an email to: helpdesk@aheadcommerce.com
2. You are solely responsible for properly cancelling your account. An email or phone request to cancel your account is not considered cancellation.
4. All of your content will be immediately deleted from our servers upon cancellation. This information cannot be recovered once your account is cancelled.
5. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
6. aheadWorks, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other aheadWorks service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account.
7. aheadWorks reserves the right to refuse service to anyone for any reason at any time.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, if you set your data to be shared publicly, you agree to allow others to view and share that data.
2. aheadWorks does not pre-screen content, but OnPulse and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

3. The look and feel of the Service is copyright©2013 aheadWorks, All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from aheadWorks.
4. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by aheadWorks, in writing.
5. Unless aheadWorks has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Service, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.