# PulsePoint Outreach LLC – Terms and Conditions

Effective Date: June 2025

Welcome to PulsePoint Outreach LLC ("PulsePoint," "we," "our," or "us"). By accessing or using our SMS services, website, or other communication platforms, you agree to be bound by the following Terms and Conditions. If you do not agree with these terms, you should not use our services.

#### 1. Use of Our Services

You must be at least 18 years old or have the consent of a parent or legal guardian to participate in our SMS surveys and services. By replying to our messages, you agree to receive SMS communications from us in accordance with our Privacy Policy and consent disclosures.

## 2. Messaging Terms

- Message frequency will not exceed four (4) texts per month unless explicitly stated
- Standard message and data rates may apply, depending on your carrier plan
- You may opt out at any time by replying STOP
- You may request support by replying HELP or emailing support@pulsepointoutreach.com

We are not responsible for delayed, undelivered, or misdirected messages due to carrier issues or service outages.

## 3. Intellectual Property

All content on our website, messages, branding, and surveys are the property of PulsePoint Outreach LLC. You may not reproduce, distribute, or modify any content without our express written consent.

#### 4. Disclaimer of Warranties

Our services are provided "as is" without warranties of any kind, either express or implied. We do not guarantee that our SMS services will be uninterrupted or error-free.

## 5. Limitation of Liability

PulsePoint Outreach LLC shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use of or inability to use our services. Our aggregate liability shall not exceed the amount paid (if any) by you for services in the past six (6) months.

#### 6. User Conduct

You agree not to use our services for any unlawful, abusive, or fraudulent purposes. Any violation may result in termination of your access and reporting to appropriate authorities.

#### 7. Modifications to Terms

We reserve the right to update these Terms and Conditions at any time. Changes will be posted on our website with an updated effective date. Continued use of the services constitutes acceptance of the modified terms.

### 8. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. All disputes will be resolved through binding arbitration in Mecklenburg County, North Carolina.

#### 9. Contact Us

If you have any questions about these Terms and Conditions, please contact us at:

#### **PulsePoint Outreach LLC**

info@pulsepointoutreach.com