

# *Terms & Conditions*

Updated as of January 17, 2023

Welcome to [pulse-uniforms.com](https://pulse-uniforms.com) (the “Website” or “Site”). The Website is owned and operated by Pulse, LLC (“we,” “us” or “our”) and provides the content and services available on this Website to you subject to the following Terms of Service, our Privacy Policy and other terms and conditions and policies which you may find throughout our Website in connection with certain functionality, features or promotions as well as customer service, all of which are deemed a part of and included within these Terms of Service (collectively, “Terms of Service”). These Terms of Service set forth the legally binding terms and conditions for your use of this Website and the related services, features, content, or any purchases you make via the Website (collectively “use”).

## **Agreement to Terms**

By using the Website, you acknowledge these Terms of Service serve as a contract (“Agreement”) between you, the user, and us, Pulse, LLC. You acknowledge that the Agreement is supported by reasonable and valuable consideration, including but not limited to, your use of the Website and receipt of data, materials, and information available through the Website. You may only use the services available on this Website if you are capable of forming a binding contract with Pulse, LLC and are not barred from using the Website under applicable law. **By using the Website, you agree to these Terms of Service. If you do not agree, do not use the Website. IF YOU ARE A PARENT OR GUARDIAN WHO CONSENTS TO YOUR CHILD’S USE OF THIS WEBSITE, YOU AGREE THAT YOUR CHILD’S USE OF THIS WEBSITE WILL BE BOUND BY THESE TERMS OF SERVICE.**

By accessing or using this Website, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms of Service. These Terms of Service apply to all users of this Website, including, without limitation, users who are contributors of content, information and other materials or services on the Website. Your access and use of this Website will be subject to the version of the Terms of Service posted on the Website at the time of use. If you do not agree with, accept, or are otherwise ineligible to accept or agree the Terms of Service,

then you do not have the right to access, view, download or otherwise use the Website or purchase any products and, accordingly, you should not do so.

We reserve the right, at our own discretion, to periodically change, add, or delete portions of these Terms of Service at any time on an ongoing basis. It is your responsibility to check these Terms of Service for changes prior to each use of the Website. To continue to use the Website following an update to the Terms of Service constitutes your acceptance of any changes. We will notify you of any material changes by posting notice of the changes on the Website.

## **Privacy**

Review our Privacy Policy so that you may understand our privacy practices, which also govern your use of our Website.

## **Feedback and Suggestions**

We always accept comments and suggestions to improve our Website and products. However, we do not accept unsolicited ideas as to new product offerings, potential advertising or marketing campaigns, or other related suggestions. When submitting comments, suggestions, or unsolicited ideas, be aware that you are granting us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the comments, suggestions, or unsolicited ideas for any purpose. You will receive no compensation. If you submit comments, suggestions, or unsolicited ideas, and see us use it in any way, you will have expressly waived a claim of infringement or any other claim against us for its use through this section. Any comments, suggestions, or unsolicited ideas shall be deemed non-confidential.

## **Products and Services for Personal Use**

The products and services available on this Website, and any samples thereof we may provide to you, are for personal and non-commercial use only. You may not sell or resell any of the products or services, or samples thereof, you purchase or otherwise receive

from us. You agree to use this Website only for lawful, non-commercial purposes and in compliance with all international, federal, state and local laws. We reserve the right, with or without notice, to reduce the quantity of any order to be filled or products or services to be provided to you that we believe, in our sole discretion, may result in a violation of our Terms of Service.

### **Your Duty to Provide Accurate Account Information**

You represent and warrant that you (a) you are capable of forming a binding contract with Pulse, LLC, (b) have not previously been suspended or removed from this Website, (c) do not have more than one (1) account at any given time for this Website; (d) you will only provide us with true, accurate, current and complete information if you register for an account. If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Website or the services (or any portion thereof).

### **Purchase-Related Policies and Procedures**

Additional policies and procedures apply to you regarding orders placed through this Website (such as order processing, shipping and handling, returns and exchanges). Our liability to fulfill the order ends upon delivering the good to the carrier. Risk or loss and title for items purchased by you pass to you upon our delivery of the items to the carrier. Further, it is your responsibility to read and understand any additional purchasing policies, as they apply to you the same as this Agreement, available here: Privacy Policy.

Our online store is hosted on Wix.com, Inc., which provides us with the online e-commerce platform that allows us to sell our products and services to you. We encourage you to review Wix's Terms of Use available at <https://www.wix.com/about/terms-of-use> and Privacy Policy, available at <https://www.wix.com/about/privacy>

## **Accuracy of Product Information and Availability**

We attempt to be as accurate as possible when describing our products on this Website; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors, size, information or other content available on this Website are accurate, complete, reliable, current, or error-free. For instance, colors shown in a photograph displayed on your particular monitor may not accurately represent the exact color of the product, although we work hard on our end to make sure things are accurate as possible.

The availability of the products and services described on this Website, and the descriptions of such products and services, may vary based on location and timing. We reserve the right to cancel or modify orders that would cause violations of local laws and regulations if purchased or processed in, or shipped to, a particular location.

## **Intellectual Property**

All information and content available on this Website and its look and feel, including but not limited to trademarks, logos, service marks, text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and organization (“look and feel”) thereof (collectively, the “Content”) are the property of Pulse, LLC, our affiliates, partners or licensors, and is protected by United States, international, and state laws, including laws governing copyrights and trademarks and unfair competition.

Except as set forth in the limited licenses set forth below, or as required under applicable law, neither the Content nor any portion of this Website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent. Nothing stated or implied in this Agreement confers on you any license or right to use any Content, regardless whether the use is personal, non-commercial, or commercial.

This Website offers the ability to submit user content like comments or feedback on our products, services, or the Website, either using your account or linked social media profile. If you choose to use this feature, you grant Pulse, LLC a non-exclusive,

transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify (for formatting purposes), publicly display and reproduce, and distribute copies of any and all portion of your user content in connection with our products and services, on this Website or another. Further, it is your responsibility when generating user content to ensure that you have all rights necessary to grant us the license rights in your user content. You represent and warrant that no part of your user content will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You may not post, publish, submit or transmit any content that violates or encourages any conduct that would violate any applicable law or regulation or would give right to civil liability. You may not post any fraudulent, false, misleading, or deceptive content. You may not solicit other products or services on our Website. You may not post anything that is defamatory, obscene, pornographic, vulgar or offensive, nor may you post anything that promotes discrimination, racism, harassment, or harm of any kind, whether physical or emotional, against any individual or group. You may not post anything that promotes any illegal or illicit behavior.

You may not use any content of this Website, in whole or in part, in an unlawful manner. You shall not solicit the performance of any illegal activity or other activity which infringes the rights of Pulse, LLC or others.

If you are interested in obtaining a license to use our Content, please use the contact information provided below to contact us.

### **Limited Permissible Use**

We grant you a limited, revocable, and non-exclusive license to access and make personal use of this Website as provided by these Terms of Service. This limited license does not include the right to: (i) frame or utilize framing techniques to enclose the Website or any portion thereof; (ii) republish, redistribute, transmit, sell, license or download the Website or any and/or all Content (except caching or as necessary to view the Website); (iii) make any use of the Website or any and/or all Content other than personal use; (iv) modify, reverse engineer or create any derivative works based upon either the Website or any and/or all Content; (v) collect account information for the benefit of yourself or another party; (vi) use any meta tags or any other "hidden text"

utilizing any and/or all Content; or (vii) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure; or (vii) use or manipulate any aspect of this Website that would show that you are affiliated with the company or that any modifications were made by the company. You must retain, without modification, all proprietary notices on the Website or affixed to or contained in the Website. You may not attempt to gain unauthorized access to any portion or feature of the Website or connected Website or server, by hacking or any other illegitimate means. You may not scan or test any potential vulnerability of the Website or any network connected to the Website for any purpose.

We also grant you a limited, revocable, and nonexclusive license to create a hyperlink to the home page of the Website for personal, non-commercial use only. A website that links to the Website (i) may link to, but not replicate, any and/or all of our Content; (ii) may not imply that we are endorsing such website or its services or products; (iii) may not misrepresent its relationship with us; (iv) may not contain content that could be construed as distasteful, obscene, offensive controversial or illegal or inappropriate for any ages; (v) may not portray us or our products or services in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; and (vi) may not link to any page of this Website other than the home page. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link and cease any linking unless separately and expressly authorized in writing by us to resume linking.

Any unauthorized use by you of this Website or any and/or all of our Content automatically terminates the limited licenses set forth below without prejudice to any other remedy provided by applicable law or these Terms of Service.

## **Your Obligations and Responsibilities**

In the access or use of the Website, you shall comply with these Terms of Service and the special warnings or instructions for access or use posted on this Website. You shall act always in accordance with law, custom and in good faith. You may not make any change or alteration to the Website or any Content or services that may appear on this Website and may not impair in any way the integrity or operation of the Website.

Without limiting the generality of any other provision of these Terms of Service, if you default negligently or willfully in any of the obligations set forth in these Terms of Service, you shall be liable for all the losses and damages that this may cause to Pulse, LLC, our affiliates, partners or licensors.

## **Your Account**

Although you may view the Website without registering, you may choose to create an account at our Website. If you choose to create an account on our Website, you will need to provide us with some personal information and create login credentials for your account. For information on how we handle your personal information, please see our Privacy Policy. You are responsible for maintaining the confidentiality of your login credentials and for restricting access to your computer. You are responsible for keeping information connected with your account current, complete, accurate, and truthful. You agree to accept responsibility for all activities that occur under your account and/or login credentials. You agree to provide only current, complete, accurate, and truthful information. You may not impersonate or misrepresent your affiliation with any person or entity. If you are accessing and using the Website on someone else's behalf, you represent that you have the authority to bind that person as the principal to all Terms of Service provided herein, and to the extent you do not have such authority you agree to be bound to these Terms of Service and to accept liability for harm caused by any wrongful use of the Website or Content resulting from such access or use.

We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms of Service are violated or if we decide, in our sole discretion, that it would be in our best interests to do so.

## **Third Party Merchants**

This Website may enable you to order and receive products, information and services from businesses that are not owned or operated by us. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. We do not endorse, warrant, or guarantee such products, information, or services, and are not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such

products or services. We will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your transactions.

### **Third Party Links**

We are not responsible for the content of any off-Website pages or any other websites linked to or from this Website. Links appearing on the Website are for convenience only and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service, or supplier. Clicking links to other Websites is done so at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-Website pages or any other websites linked to or from the Website, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and Websites, including, without limitation, their privacy policies and terms of service. You should carefully review the terms of service and privacy policies of all off-Website pages and other websites that you visit.

### **International Use**

Although access to our Website may be made internationally, we make no representation that materials on this Website are available outside of the United States. Those accessing the Website from outside the United States are responsible for compliance with local laws. Products and promotions are unavailable outside of the United States, unless expressly noted and is otherwise void where prohibited.

### **Advertisements, Sponsorships, Co-Promotions and Other Partnerships**

We may display advertisements for the goods and services of a third party on the Website, including in connection with co-promotions, sponsorships and other similar partnership arrangements. We do not endorse or represent and are not responsible for the safety, quality, accuracy, reliability, integrity or legality of any such advertised goods or services. The views presented are the views of the third party, alone, and do not reflect the views of Pulse, LLC.

### **Intellectual Property Complaints**



We respect the intellectual property of others. If you believe that a work has been copied or used on this Website in a way that constitutes trademark, right of publicity, copyright infringement, or violation of the Digital Millennium Copyright Act ("DMCA"), please use the information below to contact us. Please provide all relevant information to support your copyright complaint so that we can quickly and effectively take action as required.

### **Representations and Warranties; Limitation of Liability**

THE SERVICES, MATERIALS, AND CONTENT IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OF SERVICE OR THE WEBSITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

- YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY (i) INTERRUPTION OF BUSINESS; (ii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE; (iii) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, BREACH, DESTRUCTION OR OTHER MODIFICATION; (iv) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE WEBSITE; (v) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE WEBSITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (vi) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (vii) EVENTS BEYOND OUR REASONABLE CONTROL.
- FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE WEBSITE OR YOUR USE THEREOF REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).
- YOU AGREE THAT NO CLAIMS OR ACTION ARISING OUT OF, OR RELATED TO, THE USE OF THE WEBSITE OR THESE TERMS OF SERVICE MAY BE BROUGHT

BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE.

- THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PUC.KER UP, LLC AND YOU.

## **Indemnification**

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, or demand resulting from your use of this Website or breach of these Terms of Service. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

## **Disputes**

With respect to any dispute regarding this Website, all rights and obligations and all actions contemplated by these Terms of Service shall be governed by the laws of the State of Maryland, without regard to principles of conflicts of law and as if the Terms of Service were a contract wholly entered into and wholly performed within Maryland. You consent to enter into binding arbitration as the sole remedy to any dispute. Any dispute relating in any way to your visit to the Website shall be submitted to confidential arbitration in Baltimore City, Maryland, and you submit to the jurisdiction and proceedings thereof, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors or otherwise have a cause of action in equity, we may seek injunctive or other appropriate relief in any court of competent jurisdiction and you consent to jurisdiction and venue in any such court for such purposes. Arbitration under this agreement shall be conducted under the rules of the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the demand for arbitration is filed. The arbitrator's written award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Service shall be joined to an arbitration involving any other party subject to these Terms of Service, whether through class arbitration proceedings or otherwise.

Each party is responsible for its own fees of representation and defense and will split (50-50) the cost for any filing, administrative and arbitrator fees as required. However, you will be responsible for all costs of filing and administrative and arbitrator fees if the arbitrator determines your complaint or relief sought is frivolous. Discovery will be conducted pursuant to Maryland Code of Civil Procedure Title 2/ Section 5-1005.

## **Termination**

We may, at our discretion, terminate services at any time and without any notice to you. Upon termination or cancellation of service, all provisions of this Agreement will remain in effect.

## **Consent to Receive Notices Electronically by Posting on the Website and Via Email**

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms of Service refer from us electronically including without limitation by email or by posting notices on this Website. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by using the contact information provided below and discontinue your use of this Website. In such event, all rights granted to you pursuant to these Terms of Service shall automatically terminate. We cannot provide the benefits of this Website to any user that cannot consent to receipt of Notices electronically. We will rely on the email provided by you when sending out these notices. It is your responsibility to maintain a current email address. Your failure to maintain an active email and keep it current with our Website will not constitute a lack of notice.

## **General**

You acknowledge and agree that these Terms of Service constitute the complete and exclusive agreement between us concerning your use of this Website, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms of Service at any time by posting the changes on the Website and providing notice of such change. Any changes are effective immediately upon posting to the Website and release of notice of such change. Your continued use of the Website thereafter constitutes your agreement to all such changed Terms of Service. We may, with or without prior notice, terminate any of the rights granted by these Terms of Service. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Website.

Nothing contained in these Terms of Service shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms of Service shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms of Service unenforceable or invalid as a whole but these Terms of Service shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision.

This agreement should be interpreted broadly and under the laws of the State of Maryland.

If any provision is void or otherwise unenforceable, that provision shall be stricken, and the rest of the contract will remain in full effect.

You may not assign or transfer any rights under this Agreement, without the consent of Pulse, LLC. Assignment or transfer of any and all rights without the consent of Pulse, LLC will be null.

## **How to Contact Us**

If you have any questions or comments about these Terms of Service, please contact us by email at [nursekia@pulse-uniforms.com](mailto:nursekia@pulse-uniforms.com) or telephone at (667) 203-3453. All other

inquiries will not receive a response through this email address and should be directed to our customer service group by email to [nursekia@pulse-uniforms.com](mailto:nursekia@pulse-uniforms.com). For any intellectual property complaints, intellectual property licensing requests, or demand for arbitration, contact us by email at [nursekia@pulse-uniforms.com](mailto:nursekia@pulse-uniforms.com).