



Terms and Conditions

1. General Information

Client Scope: These terms apply to all clients, including businesses and individual consumers, who use Brandpulse Analytics's services. By agreeing to these terms, the client acknowledges that the services are professional in nature and accepts the associated responsibilities and limitations.

Business Details: The legal entity and jurisdiction under which Brandpulse Analytics operates will be added later.

2. Responsibilities of the Client

Accurate Information: The client must provide accurate and complete information, including name, address, and any other required details.

Prohibited Content:

The client agrees not to upload any illegal or prohibited content, including but not limited to:

- Child pornography or other explicit illegal material.
- Content that infringes on intellectual property rights.
- Content that violates local, national, or international laws.

Brandpulse Analytics reserves the right to report such content to the relevant authorities and immediately terminate the client's Account.

Intellectual Property Rights: The client declares that they own or have permission to use all uploaded Image Assets and Text Assets and indemnifies Brandpulse Analytics against any claims from third parties.

Asset Compliance: The client is responsible for ensuring their assets comply with all applicable laws, including advertising standards and privacy regulations.

3. Brandpulse Analytics Rights and Actions

Right to Reject Content: Brandpulse Analytics reserves the right to reject any uploaded Image Assets and Text Assets without providing a reason.

Account Deactivation: Brandpulse Analytics may deactivate or terminate accounts at its sole discretion if the client violates these terms or uploads prohibited content.

Mandatory Reporting: If prohibited or illegal content is uploaded, Brandpulse Analytics will report this to the appropriate authorities and may cooperate fully with investigations.

4. Data Privacy



Data Usage: Test data will only be used internally and for training Brandpulse Analytics's AI model unless the client opts out. Data will never be shared with third parties.

Opt-Out Procedure: Clients may opt out of data usage via the Dashboard by notifying Brandpulse Analytics via email.

Retention Period: Data will be securely stored for a reasonable period and then deleted unless otherwise agreed.

5. Payments

Payment Terms: Payments must be made in advance via accepted payment methods (e.g., credit card).

Refunds: Refunds are only issued if Brandpulse Analytics cancels or rejects a Test. No refunds are provided for completed Tests. Refunds will be processed within 10 workingdays

Force Majeure: Brandpulse Analytics is not liable for delays or cancellations caused by unforeseen circumstances, such as technical failures, cyberattacks, or natural disasters.

One-Time Project: Each Test is considered a one-time project. No termination is possible after payment unless agreed upon or if the test is rejected by Brandpulse Analytics.

6. Research Limitations

Rejection of Requests: Brandpulse Analytics reserves the right to reject or cancel Tests at any time, with full reimbursement to the client.

Result Accuracy: While Brandpulse Analytics strives for accuracy, it is not responsible for the lack of statistically significant results or the consequences of decisions made based on its insights. Brandpulse Analytics accepts no liability of any kind for the results.

Informational Purpose: The results of the tests provided by Brandpulse Analytics are for informational and guidance purposes only. No rights can be derived from them in any way, shape, or form. Test results are provided to assess the stopping power of creative assets.

7. Intellectual Property

Ownership of Assets: Clients retain ownership of their uploaded Image Assets and Text Assets. Brandpulse Analytics has a limited, non-exclusive license to use the assets solely for testing purposes.

Test Results: Brandpulse Analytics retains intellectual property rights over its methods, tools, and AI models. Clients may not share or publish test results without prior consent.

8. Liability



Public Use of Results: Brandpulse Analytics is not responsible for damages, legal claims, or reputational harm resulting from the public use of test results or uploaded Image Assets and Text Assets by the client.

Indemnification: The client indemnifies Brandpulse Analytics against all claims arising from the content or legality of the uploaded Image Assets and Text Assets.

Limitation of Liability: Brandpulse Analytics is not liable for indirect, incidental, or consequential damages resulting from the use of its services.

9. Compliance with Laws

Export and Sanctions: Brandpulse Analytics complies with all applicable export control and sanctions laws. Services will not be provided to entities or individuals in sanctioned regions.

Anti-Corruption: Clients agree to comply with all anti-corruption laws, such as the FCPA and UK Bribery Act, and ensure their assets and activities adhere to these standards.

10. Amendments to Terms

Changes to Terms: Brandpulse Analytics reserves the right to amend these terms at any time. Clients will be notified of any changes and may terminate their agreement if they do not agree to the updated terms.

11. Governing Law and Dispute Resolution

Governing Law: The applicable governing law and jurisdiction will be specified at a later date.

Arbitration: Any disputes arising from these terms will be resolved through binding arbitration before any legal action can be taken.