

Introduction and Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between GrowpulseAI ("Provider," "we," "us," or "our") and the business entity or organization ("Customer," "you," or "your") that accesses or uses our AI-powered sales solutions and related services (collectively, the "Services"). By accessing, registering for, or using any aspect of the Services, Customer acknowledges that it has read, understood, and agrees to be bound by these Terms. If you are accepting on behalf of Cust... The Services are intended for business use only and are not available to consumers or individuals for personal, family, or household purposes. By using the Services, you confirm that you are using them solely for business purposes. We reserve the right to modify these Terms at any time by posting the revised Terms on our website at www.growpulseai.com or by notifying you directly. Continued use of the Services after such modifications constitutes your acceptance of the revised Terms.

Description of Services and Scope of Use

GrowpulseAI provides AI-powered sales solutions including forecasting, lead scoring, conversation intelligence, behavior insights, CRM integration, analytics, and related tools. The specific features and functionalities available to Customer depend on the subscription tier or package selected, as outlined in the applicable Order Form or subscription agreement.

User Accounts, Security, and Responsibilities

Customer is responsible for creating and maintaining accounts for authorized users. Customer must safeguard login credentials and notify GrowpulseAI of any breach. Customer remains responsible for compliance with applicable laws, policies, and ensuring that only authorized individuals access the Services.

Intellectual Property Rights and Licenses

GrowpulseAI retains all intellectual property rights in and to the Services. Customer retains ownership of its own submitted data but grants GrowpulseAI a license to use it for providing and improving the Services. AI outputs are licensed for Customer's internal business use only.

Data Usage, Privacy, and Security

GrowpulseAI collects and processes Customer Data, usage data, and other related information in accordance with its Privacy Policy. Customer remains the data controller, while GrowpulseAI acts as the processor. Both parties agree to comply with applicable data protection laws.

Performance, Service Levels, and Support

GrowpulseAI uses commercially reasonable efforts to ensure 24/7 service availability except for planned maintenance. Service Level Agreements (SLAs) specify availability targets and remedies. Customers may access tiered support depending on their subscription level.

Representations, Warranties, and Disclaimers

GrowpulseAI warrants that it has the authority to provide Services, which will materially conform to specifications. Except as expressly provided, Services are provided "as is" without warranties. Customer acknowledges variability in AI outputs and is responsible for applying judgment before relying on them.

Limitation of Liability and Indemnification

To the maximum extent permitted by law, GrowpulseAI is not liable for indirect, incidental, or consequential damages. Liability is capped at the total fees paid during the 12 months preceding the event giving rise to the claim. Both parties agree to indemnification obligations as detailed in the full Terms.

Termination, Governing Law, and Miscellaneous

These Terms remain in effect until terminated by either party in accordance with the provisions herein. Upon termination, Customer must cease use of the Services. These Terms are governed by applicable jurisdictional laws, and disputes are subject to negotiation and legal proceedings in designated courts.

Contact Information

For questions about these Terms or for legal purposes, please contact: GrowpulseAI Website: www.growpulseai.com Email: dominic@growpulseai.com