

SECTION 11

Legal Documentation

Comprehensive legal templates covering terms, privacy, acceptable use, intellectual property, disclaimers, and dispute resolution. These templates require review by qualified legal counsel before adoption or enforcement.

Template Notice — Not Legal Advice — The documents below are provided as informational drafts. They are not legal advice, do not create an attorney-client relationship, and must be reviewed and customized by qualified legal counsel before being used as binding agreements. Jurisdiction, governing law, arbitration terms, and consumer protection statutes vary and must be tailored to your specific operation.

Terms of Use

These Terms of Use ("Terms") govern access to and use of The Consumers Pulse platform ("Platform") and any associated services, applications, or content (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

Eligibility

You must be of legal age in your jurisdiction to form a binding contract, or have the consent of a parent or legal guardian, to use the Services.

Account Registration

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

License

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for their intended purpose.

Modifications

We may modify these Terms at any time. Material changes will be communicated via the Platform or by email. Continued use after such notice constitutes acceptance.

Terms and Conditions

In addition to the Terms of Use, the following Terms and Conditions govern specific transactions, subscriptions, marketplace listings, and premium features. Where these Terms and Conditions conflict with the Terms of Use, the more specific provision controls.

Acceptable Use Policy

Users must not: (a) violate applicable law; (b) infringe on intellectual property rights; (c) harass, threaten, or defame others; (d) upload malicious code; (e) attempt to circumvent security or access controls; (f) misrepresent identity or affiliation; (g) engage in fraudulent commerce; (h) scrape data in violation of these

Terms; or (i) use the Services for any purpose we reasonably determine to be harmful.

Privacy Policy

This Privacy Policy describes the personal data we collect, how we use it, with whom we share it, and the choices you have. We collect (i) account data such as name and email, (ii) usage data such as pages visited and actions taken, (iii) transaction data for purchases, and (iv) support data. We use this data to operate the Services, personalize the experience, provide support, prevent fraud, comply with law, and improve the platform.

Sharing

We do not sell personal data. We share with service providers under contract, with legal authorities when required, and with counterparties to transactions you initiate.

Rights

Depending on your jurisdiction, you may have rights to access, correct, delete, or export your data. Contact us to exercise these rights.

Retention

We retain data only as long as necessary for the purposes described here, or as required by law.

Cookie Policy

We use cookies and similar technologies to keep you signed in, remember preferences, measure performance, and secure the Services. You can control cookies through your browser and through the in-platform cookie controls where offered.

Community Guidelines

Be respectful. Do not harass, threaten, or discriminate. Do not post illegal content, spam, or private information without consent. Moderators may remove content or restrict accounts for violations.

Intellectual Property Policy

All Platform code, design, content, trademarks, and service marks are the property of the Platform or its licensors. Nothing in these Terms transfers ownership. Users retain ownership of content they upload but grant a limited license to display and process it as necessary to operate the Services.

Copyright Notice

© The Consumers Pulse. All rights reserved. Unauthorized reproduction, distribution, or modification of Platform materials is prohibited.

Trademark Notice

The Consumers Pulse, Stream Vault, VidBox, and related logos are trademarks or service marks of the Platform. Third-party marks are the property of their respective owners.

DMCA Policy

To submit a takedown notice under the Digital Millennium Copyright Act, provide: (i) identification of the copyrighted work; (ii) identification of the allegedly infringing material and its location; (iii) your contact information; (iv) a statement of good-faith belief; (v) a statement under penalty of perjury that you are authorized; and (vi) your signature. Counter-notices follow the same procedures required by the statute.

Accessibility Statement

We are committed to making the Services accessible. We follow recognized guidelines and continuously improve. If you encounter an accessibility barrier, please contact us so we can address it.

Affiliate Agreement

Affiliates agree to comply with the Marketing Policy, Communications Consent rules, and applicable laws. Commissions are calculated per published schedules and may be reversed for refunds, chargebacks, or violations. Termination for cause forfeits pending commissions.

Business Agreement

Enterprise, dealer, and business customers execute a separate Business Agreement covering scope, pricing, SLAs, data handling, and administrator responsibilities.

Marketing Policy

Marketing communications must be truthful, compliant, and clearly disclose affiliation. Prohibited tactics include unsolicited bulk email in violation of law, false urgency, false endorsements, and use of unauthorized brand assets.

Communications Consent

By providing your contact information, you consent to receive service-related messages. Marketing messages require separate opt-in and can be revoked at any time.

Electronic Signature Consent

You consent to conduct transactions and sign agreements electronically. Electronic signatures have the same effect as handwritten signatures.

Limitation of Liability

To the fullest extent permitted by law, the Platform is not liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits, revenue, data, or goodwill. Total liability for any claim is limited to the amount you paid for the Services in the twelve months preceding the claim.

Disclaimer of Warranties

The Services are provided "as is" and "as available" without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, and non-infringement, to the fullest extent permitted by law.

Indemnification

You agree to indemnify and hold harmless the Platform and its affiliates from claims arising out of your use of the Services, your content, or your violation of these Terms or applicable law.

Arbitration (if adopted)

Where permitted by law and where expressly adopted in a customer agreement, disputes may be resolved by binding individual arbitration under the rules of a recognized arbitration provider. Class actions and jury trials may be waived to the extent permitted by law. This provision must be reviewed for enforceability in your jurisdiction.

Governing Law

These Terms are governed by the laws of the jurisdiction to be specified by counsel, without regard to conflict-of-laws principles.

Severability

If any provision is held unenforceable, the remainder of these Terms remains in full force and effect.

Entire Agreement

These Terms, together with the policies referenced herein, constitute the entire agreement between you and the Platform regarding the Services and supersede prior agreements on the same subject.

Account Suspension Policy

We may suspend or restrict access to accounts that violate these Terms, threaten platform integrity, or fail to pay amounts owed. Suspensions may be temporary or permanent.

Termination Policy

You may terminate your account at any time. We may terminate accounts for material breach, fraud, or as required by law. Some provisions survive termination, including intellectual property, liability, and dispute-resolution terms.

Age Requirements

The Services are not directed to children under the age of thirteen (13). Additional age gates apply to specific features and jurisdictions.

User Responsibilities

Users are responsible for the accuracy of their information, the security of their devices, and the lawful use of the Services.

Data Retention Notice

Data is retained for the periods described in the Privacy Policy or as required by law. Contact us for specific retention questions.

Security Notice

We employ industry-standard technical and organizational measures to protect data. No system is perfectly secure; report suspected incidents promptly.

Prohibited Activities

Prohibited activities include fraud, harassment, unauthorized data collection, distribution of malware, and use of the Services to violate law.

Reporting Abuse

Report abuse using the in-platform Report control or by contacting support. We investigate credible reports promptly.

Consumer Protection Statement

Consumers have rights under applicable law that cannot be waived. Nothing in these Terms limits those rights.

Platform Availability Disclaimer

We do not guarantee uninterrupted availability. Planned maintenance is announced when possible.

Force Majeure

Neither party is liable for failures caused by events beyond reasonable control, including natural disasters, war, pandemic, government action, or infrastructure failure.

Third-Party Services Disclaimer

Third-party services accessed through the Platform are subject to their own terms. We are not responsible for third-party content or acts.

Beta Features Disclaimer

Beta or preview features are provided "as is" and may change or be discontinued without notice.

API Usage & Developer Terms

Developers accessing platform APIs must comply with published rate limits, security requirements, and data-handling obligations. Misuse may result in revocation.

Educational Content Disclaimer

Educational content — including Academy, Onboarding, Stock Club, and Sportsbook materials — is provided for informational purposes only and is not professional advice.

Financial Information Disclaimer

Financial information, market data, and analysis are informational and educational only. Nothing constitutes an offer, recommendation, or solicitation to buy or sell securities or other financial instruments.

Investment Disclaimer

Nothing on the Platform is investment advice. Past performance is not indicative of future results. Consult a qualified financial advisor before investing.

Technology Disclaimer

Technology descriptions represent current capabilities and roadmap intentions and are subject to change.

AI Output Disclaimer

AI-generated content may be inaccurate, incomplete, or biased. Users are responsible for reviewing outputs before relying on or publishing them. AI is not a substitute for professional advice.

No Professional Advice Disclaimer

The Services do not provide legal, medical, financial, tax, employment, or other professional advice.

Legal Disclaimer

Content on the Platform is not legal advice. Consult qualified counsel for legal questions.

Tax Disclaimer

The Platform does not provide tax advice. Users are responsible for their own tax obligations.

Employment Disclaimer

Job postings, training, and certifications on the Platform do not create employment relationships with the Platform absent a separate written employment agreement.

Marketplace Disclaimer

The Platform is not a party to transactions between users. Buyers and sellers are responsible for their own compliance and the quality of goods or services exchanged.

Streaming Disclaimer

Streaming quality depends on network and device conditions. The Platform is not responsible for third-party streaming outages.

Content Ownership & Licensing

Users retain ownership of user-generated content and grant the Platform a worldwide, non-exclusive, royalty-free license to host, reproduce, adapt, and display that content solely as necessary to operate the Services.

Dispute Resolution & Notice Procedures

Disputes should first be raised in writing to the Platform. If unresolved, disputes proceed as provided in the governing law and arbitration sections, as applicable. Notices to the Platform must be delivered to the contact information published on the Contact page.

Contact Information

For legal notices and questions, use the Contact page inside the Platform or the email address published there. Placeholder: legal@[your-domain]. This placeholder must be replaced with a monitored legal contact prior to publication.

Final Reminder — Adoption or enforcement of any of the above templates without review by qualified legal counsel is discouraged. Laws vary by jurisdiction and change over time.