

Pulsewave Terms and Conditions

These Terms and Conditions govern your use of pulsewave.dev, store.pulsewave.dev, and Pulsewave products and services, including custom Anki-compatible language learning decks.

Company: Pulsewave Language Pty Ltd

ABN: 86 696 377 947

Effective date: 16 April 2026

Contact: admin@pulsewave.dev

1. Acceptance and Scope

These Terms and Conditions form a binding agreement between you and Pulsewave Language Pty Ltd (ABN 86 696 377 947) ("Pulsewave", "we", "us", or "our"). They apply when you visit our website, use our store, purchase a product from us, request a custom deck, join our community spaces, or otherwise interact with our services.

By accessing or using our website, store, products, or services, you agree to these Terms. If you do not agree, do not use our services.

2. Eligibility and Accounts

You must have legal capacity to enter into a binding agreement with us. If you are under 18, you must have permission from a parent or legal guardian to use our services or make a purchase.

You must provide accurate and current information when placing orders, requesting support, or contacting us. You are responsible for keeping your details accurate so that we can deliver products and communicate with you.

3. Orders, Pricing and Payment

Prices, product descriptions, and availability shown on our website or store may change from time to time. Unless stated otherwise, all products are offered subject to availability and our acceptance of your order.

Purchases are processed through Lemon Squeezy or another payment provider we nominate from time to time. By placing an order, you authorise the applicable payment provider to charge the amount shown at checkout, including any taxes, fees, or currency conversion charges disclosed there.

We may decline, cancel, or refund an order where reasonably necessary, including in cases of pricing error, suspected fraud, suspected misuse, legal risk, or practical inability to supply the product or service requested.

4. Delivery and Access

Pulsewave products are generally delivered digitally. Delivery may occur by direct download, email, a checkout portal, or another method stated at purchase.

You are responsible for ensuring that you have compatible hardware, software, and internet access. Our products are designed for use with Anki or Anki-compatible software unless stated otherwise. We are not affiliated with the Anki software project, and third-party software terms may also apply to your use.

Delivery times are estimates only unless we clearly state otherwise. Some custom or manually fulfilled products may require additional time.

5. Custom Deck Orders and Customer Materials

If you submit words, phrases, transcripts, examples, audio, images, or other materials for a custom deck, you represent that you have the right to provide those materials and to authorise us to use them for the requested work.

You grant us a non-exclusive, worldwide, royalty-free licence to use, copy, format, adapt, and process the materials you provide solely for the purpose of creating, delivering, maintaining, and supporting the custom product you requested.

You retain ownership of the source materials you submit. We retain ownership of our original deck structures, templates, note types, card formats, tagging systems, workflows, written instructions, branding, and other original materials, subject to any third-party rights and your rights in materials you supplied.

We may refuse or cancel a custom order that involves unlawful, infringing, defamatory, abusive, unsafe, or otherwise inappropriate material, or material that we cannot reasonably process. If we do so, we will provide a refund or partial refund where required by law or where reasonably appropriate in the circumstances.

6. 30-Day Money-Back Guarantee

We offer a 30-day, no-questions-asked money-back guarantee on all purchases unless we expressly agree otherwise in writing. To request a refund, email admin@pulsewave.dev within 30 days of the purchase date and provide enough information for us to identify your order, such as your name, email address, and order number.

We do not require you to give a reason for a refund request under this guarantee. Refunds are usually returned to the original payment method, subject to the payment provider's systems and processing times.

If we issue a refund, your licence to use the refunded product ends immediately and you must stop using the refunded materials. We may reasonably delay or refuse a refund request if we suspect fraud, duplicate claims, payment reversal abuse, or other unlawful conduct.

This money-back guarantee is a voluntary promise from us. It is in addition to, and does not replace or limit, any rights you may have under the Australian Consumer Law.

7. Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any rights or remedies you have under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted, or modified.

Where our products or services fail to meet a consumer guarantee that applies under law, you may be entitled to a remedy, including repair, replacement, resupply, refund, cancellation, or compensation for reasonably foreseeable loss or damage, depending on the circumstances and the nature of the failure.

8. Licence and Intellectual Property

On full payment, and subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to use the purchased Pulsewave product for your personal, non-commercial study purposes.

You may use purchased decks on your own devices for your own study.

You must not, unless we give prior written permission or law allows it:

- copy, reproduce, resell, sublicense, rent, or redistribute our products
- share paid decks or files with other people, groups, or online communities
- upload our decks or materials to public repositories, marketplaces, or deck-sharing services
- remove branding, copyright notices, or other proprietary notices
- use our materials to build or train a competing commercial product or service

All intellectual property rights in our website, branding, deck content, structures, copy, graphics, and original materials remain owned by us or our licensors.

9. Acceptable Use and Community Conduct

You must not use our website, products, or community spaces in a way that is unlawful, fraudulent, harassing, abusive, infringing, misleading, or disruptive.

If you participate in our Discord server or another community channel, you must also comply with that platform's terms and any community rules we publish or communicate to you. We may remove content, restrict access, or suspend participation where reasonably necessary to protect our community, business, users, or legal rights.

10. Third-Party Services and Links

Our website and store may link to or rely on third-party services, including Lemon Squeezy, Discord, analytics providers, email providers, hosting providers, and Anki-related software or tools. Those services are operated by third parties and may have their own terms, privacy practices, and technical requirements.

Except to the extent required by law, we are not responsible for third-party websites, software, policies, outages, or acts and omissions. Your use of those third-party services is at your own risk and subject to their terms.

11. Learning Outcomes and Disclaimers

Pulsewave products are educational tools intended to support self-directed language learning. Language outcomes depend on many factors outside our control, including your prior knowledge, study habits, consistency, learning environment, goals, and time invested.

We do not guarantee any particular learning outcome, proficiency level, exam score, job outcome, or rate of progress. Our materials are general educational resources and are not personalised academic, legal, medical, psychological, or financial advice.

12. Availability, Changes and Support

We aim to keep our website, store, and products available, but we do not guarantee uninterrupted or error-free access. Maintenance, updates, third-party outages, technical issues, and security events may affect availability from time to time.

We may update, improve, replace, suspend, or discontinue parts of our website, products, or services. If a material change affects a product you already purchased, we will take reasonable steps to avoid unfairly reducing what you paid for, subject to our legal rights and obligations.

Unless we expressly state otherwise, support is provided on a reasonable-efforts basis by email at **admin@pulsewave.dev**.

13. Liability

To the maximum extent permitted by law, we are not liable for indirect, consequential, special, exemplary, or incidental loss, including loss of profits, revenue, business opportunity, goodwill, data, or anticipated savings.

To the maximum extent permitted by law, we are not liable for loss arising from your internet connectivity, third-party platforms, software incompatibility, misuse of our materials, failure to maintain backups, or matters outside our reasonable control.

Where liability cannot be excluded by law, our liability is limited to the minimum extent permitted by law.

14. Suspension and Termination

We may suspend, restrict, or terminate your access to our website, products, services, or community spaces where reasonably necessary because of breach of these Terms, suspected fraud, unlawful conduct, infringement claims, chargeback abuse, security risks, or legal requirements.

Termination does not affect rights and obligations that accrued before termination. Sections intended to continue after termination, including intellectual property, liability, dispute, and refund-related provisions, will continue to apply.

15. Privacy

Our collection, use, storage, and disclosure of personal information are governed by our Privacy Policy.

16. Changes to These Terms

We may update these Terms from time to time to reflect changes to our business, products, technology, or legal obligations. When we do, we will publish the updated Terms and revise the effective date.

The version of the Terms in effect at the time of your purchase will generally apply to that purchase unless a change is required by law or you expressly agree to a new version.

17. Governing Law and Disputes

These Terms are governed by the laws of Australia. Before starting formal legal proceedings, you and we agree to try to resolve the dispute by contacting the other party in good faith first, unless urgent interlocutory or injunctive relief is needed.

You and we submit to the non-exclusive jurisdiction of the courts of Australia and any courts entitled to hear appeals from them.

18. Contact

Questions about these Terms, refunds, custom orders, or support can be sent to admin@pulsewave.dev.