

Terms of Service

Version: 1.0

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Dear User, welcome to <https://patpulse.com/> (hereinafter referred to as the "Platform") – a service for searching industrial design patents. Before registering or using our services, please carefully read and fully understand all the terms of this Agreement. By checking the "I Agree" box or starting to use our services, you indicate that you have accepted this Agreement and agree to be bound by it. If you do not agree with any part of this Agreement, please refrain from registering or using our services immediately.

1. Definitions and Interpretation

1.1 Platform – refers to the online platform (including but not limited to websites and mobile applications) developed and operated by Shenzhen Ruixing Consulting Co., Ltd., which provides users with design patent information search services.

1.2 User / Member – refers to any entity or individual that completes the registration process, obtains an account on the Platform, and uses the Services.

1.3 **Data** – refers to the design patent information collected, organized, and presented by the Platform through technical means.

1.4 **Official Data Sources** – refers to the publicly available patent databases of the relevant national intellectual property offices and official patent authorities.

2. Service Description

2.1 The Platform is an information search tool designed to provide users with a convenient channel for retrieving design patent information.

2.2 **Data Coverage Start Date:** The Platform's data retrieval service covers patent data from **January 1, 2005** onward. Patents filed or published prior to this date are not covered by this Service. Users acknowledge and accept this limitation and agree not to hold the Platform in breach of this Agreement or liable for any claims arising from such unavailability.

3. Account Management and Member Obligations

3.1 **Identity Verification and Security:** When registering, you must provide true, accurate, and complete personal information. You are solely responsible for all activities conducted under your account. Please keep your account credentials secure.

3.2 Restrictions on Use: All Data and Services provided by the Platform are **for the Member's own (or the Member's employing company's) internal research, reference, and inquiry purposes only.** You are strictly prohibited from lending, renting, assigning, or otherwise transferring your account to any third party. You are also prohibited from using the Data, either directly or after modification, for any commercial purpose, including but not limited to resale, sublicensing, or incorporation as a core component of commercial reports provided to clients.

4. Intellectual Property and Usage Restrictions

4.1 The intellectual property rights in the Platform's software, interface design, models, algorithms, data structures, text, graphics, and other elements belong to Shenzhen Ruixing Consulting Co., Ltd. The underlying intellectual property rights in the patent data themselves remain with their respective owners.

4.2 Prohibited Conduct: Without the Platform's prior written permission, you may not engage in the following activities. Any violation may result in immediate account suspension and legal action:

(a) **Data Scraping:** Using any automated program, script, web crawler, bot, or similar technical means to harvest, collect, or copy any Data from the Platform;

(b) **Commercial Exploitation:** Using the Data for any commercial purpose in violation of Section 3.2 of this Agreement;

(c) **Disruption and Interference:** Attacking, interfering with, or attempting to circumvent any security measures of the Platform's servers or network;

(d) **Reverse Engineering:** Reverse engineering, decompiling, or disassembling any software of the Platform.

5. Core Disclaimer (Please Read Carefully)

You fully understand and agree that your use of the Platform's Services is at your sole risk. The Platform makes the following explicit disclaimers, which form an essential basis of this Agreement:

5.1 Nature of Service and Results Disclaimer

- All search results provided by the Platform are **for reference purposes only** and do not constitute any form of professional legal opinion or basis for business decisions. Any decisions made in reliance on the search results are at your own risk and liability.
- **No "Complete" Search Guarantee:** Due to the complexity of patent databases and inherent limitations of search algorithms, search results may contain **missed items, be incomplete, or not be up to date.**

Users are fully aware of and accept these limitations, and acknowledge that the Platform bears no liability for such circumstances.

5.2 Data Accuracy and Errors Disclaimer

- Although the Data on the Platform is sourced from official public channels such as relevant national intellectual property offices, due to inherent defects in the Data, instability of official APIs, errors during data transmission, system technical failures, or input errors, **we cannot guarantee the absolute accuracy, real-time availability, completeness, or reliability of all Data.**
- For any loss or damage (whether direct or indirect) arising from any such data errors, omissions, delays, or interruptions, the Platform and its shareholders, employees, and affiliates shall not bear any compensation liability or other legal liability.

5.3 Service Interruptions and Force Majeure Disclaimer

- The Platform shall not be liable for any service unavailability caused by system maintenance, upgrades, network failures, technical faults, natural disasters, wars, governmental actions, or other force majeure events, or by issues with third-party services (such as cloud service providers, power, or telecommunications).

5.4 **Service Termination:** You fully understand and agree that the validity of credits or subscription packages, as part of the Platform's overall services, depends on the continued operation of the Platform. **If for any reason (including but not limited to corporate strategic adjustments, business closure, bankruptcy, administrative regulatory requirements, or any**

other commercial or non-commercial factors) the Platform ceases operations, all unused credits and packages in user accounts will be automatically and immediately reset to zero, and the corresponding service entitlements will terminate simultaneously.

5.5 No Refund Policy: You expressly acknowledge and agree that credits or packages, regardless of how obtained (whether by purchase, gift, promotional award, etc.), do not represent any legal tender or property of monetary value, but are merely internal virtual measurement tools for user entitlements on the Platform. **In the event of service termination as described in Section 5.4 above, we will not provide any form of cash redemption, refund, compensation, or indemnity for any unused credits or packages.**

6. Third-Party Links and Content

The Platform may contain links to third-party websites or resources. These links are provided for your convenience only. The Platform has no control over the content, privacy policies, or operations of such linked websites and assumes no responsibility for them.

7. Breach of Contract

If you violate any provision of this Agreement regarding restrictions on data use, prohibition of scraping, or similar obligations, the Platform reserves the right to seek further recovery, including but not limited to direct economic

losses, loss of goodwill, and enforcement costs such as attorneys' fees, notarization fees, and litigation expenses.

8. Amendments and Termination

8.1 The Platform reserves the right to amend this Agreement as necessary.

Amended terms will take effect upon publication. Your continued use of the Services after such publication constitutes your acceptance of the amended Agreement.

8.2 The Platform reserves the right, without prior notice, to take unilateral measures such as suspending service or terminating the account of any user reasonably believed to be in violation of this Agreement.

9. Governing Law and Jurisdiction

The formation, performance, and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China. Any dispute arising from or relating to this Agreement shall first be resolved through friendly negotiation. If negotiation fails, either party may bring an action before the **People's Court of Longgang District, Shenzhen**.