

Crunchsoft
507 N. Central Ave. Ste. 1
Marshfield, WI 54449
715-502-3155
sales@crunchsoft.com



Website Terms of Use

Introduction

These terms and conditions set out the terms of use that apply to the web Crunchsoft(s), including any updates, that we make available through our website Crunchsoft (respectively, Crunchsoft and Website) and the terms of Crunchsoft Service that apply to any of the Crunchsoft Services accessible through any such Crunchsoft or through any Crunchsoft that we make available for download from any third-party Crunchsoft store (collectively, Crunchsoft Services).

The Crunchsoft.com are provided by PureInvo, LLC, trading as Crunchsoft (we, us and our). We are a limited company, registered in Marshfield, WI. Our registered office is 507 N Central Ave Ste 1 Marshfield, WI 54449.

BY ACCESSING AND/OR USING ANY CRUNCHSOFT OR CRUNCHSOFT SERVICE, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US AND YOU (AND, IF RELEVANT, ANY ORGANIZATION ON WHOSE BEHALF YOU ARE ACTING). IF YOU ARE ACTING ON BEHALF OF ANY ORGANIZATION, YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT ORGANIZATION. IF YOU (OR, IF RELEVANT, YOUR ORGANIZATION) DO NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO BIND YOUR ORGANIZATION), YOU ARE NOT PERMITTED TO ACCESS OR USE ANY CRUNCHSOFT OR CRUNCHSOFT SERVICE, AND YOU SHOULD NOT PROCEED FURTHER.

In these terms and conditions, unless the context otherwise requires, all further references to you (and your, etc.) means both you as an individual user and the organization on whose behalf you are acting (if any).

We reserve the right to change the terms of these terms and conditions from time to time by changing them on the Website and notifying you (with the updated terms being displayed on-screen or with a link to the updated terms) when you next start the Crunchsoft. These terms and conditions were last updated on March 12, 2021.

Access to the Crunchsoft.com & Crunchsoft Services

Crunchsoft.com may only be accessed and used on a device owned or controlled by you and running the relevant operating system for which the Crunchsoft concerned was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to use any Crunchsoft you wish to access.

Crunchsoft.com (or upgrades) you access and Crunchsoft Services you request by registering to create an account with us (see Account set-up), are made available to you immediately and you acknowledge and agree that this is the case and that, therefore, you will have no right to change your mind and cancel under the Consumer Contracts Regulations (sometimes known as a 'cooling off' right) once you access the Crunchsoft or you register to create your account (as the case may be).

You will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by you to access an Crunchsoft from that device. You accept responsibility, in accordance with these terms and conditions, for all access to, and use of, any Crunchsoft by you on any device, whether it is or is not owned by you.

You acknowledge that the mobile Crunchsoft Service provider for any mobile device on which you access or use any Crunchsoft or Crunchsoft Service may charge for internet access (including mobile data usage) on that device.

We cannot and do not guarantee the continuous, uninterrupted, or error-free operability of any Crunchsoft or Crunchsoft Service or that any Crunchsoft or Crunchsoft Service will respond at a certain speed (since this depends on several factors outside our control).

Account Set-Up

Certain features, functions, or content of, or Crunchsoft Services accessible through, an Crunchsoft are restricted to users who have an account with us. You can register to create either through the relevant Crunchsoft or on the Website. You are not obliged to have an account with us, but if you do not do so, you will be unable to use the applicable features, functions, or content of, or access the applicable Crunchsoft Services through, the relevant Crunchsoft. To register to create an account with us, you must provide us with accurate, complete, and up-to-date information, including legal name, and, in the case of a paid-for Crunchsoft Service subscription, full contact information. You are responsible for the information you provide to us. You must promptly inform of all changes to this information.

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If you choose, or you are provided with, a password (or other identifier) for accessing or using your account and/or any Crunchsoft Service, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your password and must notify us immediately of any unauthorized use of which you become aware. We reserve the right to disable any password at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions or if any details you provide for the purposes of registering as a user prove to be false.

You must cease to use and delete your password from any of your records upon termination of your account, for whatever reason.

Paid-For Crunchsoft Service Subscriptions

Each of the available paid-for Crunchsoft Service subscriptions will require you to pay a fee, the amount of which will be as set out on the Website. The fee you pay gives you access to the relevant features, functions and/or content for the level of Crunchsoft Service requested by you from amongst the available options indicated on the Website. Subscription fees are payable monthly, unless we offer the option to prepay for a longer period, such as six or 12 months (as indicated on the Website).

Payment must be made by credit or debit card. We accept payment by most major credit and debit cards. You should be aware that online payment transactions are subject to validation checks by your card issuer, and we are not responsible if your card issuer declined to authorize payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

It is important to note that your subscription will automatically renew (if we continue to make the relevant Crunchsoft Service subscription available) every month (or, in the case of a longer subscription, at the end of the relevant period), at the then-current fee (as indicated on the Website) unless you cancel your subscription through the cancellation functionality provided for your account on the Website. We will notify you, by email and on the Website, of any increase in the applicable fees.

We warrant that paid-for Crunchsoft Services will be provided with reasonable care and skill.

What You Are Allowed To Do

You may only use any Crunchsoft or Crunchsoft Service, if you are a consumer (and not a business user), for non-commercial, personal use, or, if you are a business user, for the internal business purposes of your organization, and only in accordance with these terms and conditions (and in accordance with any applicable terms of any relevant third party Crunchsoft Service provider for the device on which you access or use that Crunchsoft) and only for lawful purposes (complying with all applicable laws and regulations), and in a responsible manner.

Subject to the following sections, you may retrieve and display content from any Crunchsoft on a computer or mobile device. Additional terms may also apply to certain features, parts, or content of any Crunchsoft and, where they apply, will be displayed on-screen or accessible via a link.

You may link to the Website from any other website provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or Crunchsoft Services you offer, you link to (and do not frame or replicate) the home page of the Website, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party;

What you are not allowed to do

Except to the extent expressly set out in these terms and conditions, you are not allowed to:

- republish, redistribute or re-transmit any Crunchsoft or Crunchsoft Service;
- copy or store any Crunchsoft other than for your use as permitted by these terms and conditions and as may occur incidentally in the normal course of use of your browser or mobile device;
- store any Crunchsoft on a server or other storage device connected to a network or create a database by systematically downloading and storing data (other than User Content) from any Crunchsoft;
- remove or change any content of any Crunchsoft or Crunchsoft Service (other than User Content) or attempt to circumvent security or interfere with the proper working of any Crunchsoft or Crunchsoft Service or any servers on which it is hosted, or attempt to reverse-engineer any Crunchsoft;

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- use any Crunchsoft in a way that might damage our name or reputation or that of any of our affiliates;
- or otherwise do anything that it is not expressly permitted by these terms and conditions.

To do anything with any Crunchsoft or Crunchsoft Service that is not expressly permitted by these terms and conditions, you will need a separate license from us. Please contact us, using the Contacting us details at the end of these terms and conditions.

Intellectual Property Rights

We license, but do not sell, to you any Crunchsoft you access or use. We remain the owners of all Crunchsoft.com at all times.

All intellectual property rights in the Crunchsoft.com and Crunchsoft Services their content (including text, graphics, software, photographs and other images, videos, sound, trademarks, and logos), other than User Content, are owned by us or our licensors. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by accessing any Crunchsoft or any content from any Crunchsoft.

The Crunchsoft.com may contain code, commonly referred to as open-source software, which is distributed under any of the many known variations of open-source license terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, Open-source Software). Please note that, to the extent that any Crunchsoft contains any open-source Software, you are only permitted to use that element under the relevant license terms of the applicable third-party licensor (Open-source License Terms) and not under these terms and conditions, and you accept and agree to be bound by such Open-source License Terms.

Functionality and content

You agree that accessing and use of any Crunchsoft or Crunchsoft Service that is made available free of charge are on an 'as is' and 'as available' basis and at your sole risk.

We reserve the right to change the design, features and/or functionality of any Crunchsoft Service at any time, with or without prior notice, but we will not materially downgrade the overall benefits of any paid-for Crunchsoft Service to your detriment prior to the end of your then-current subscription period.

Whilst we try to make sure that content made available by any Crunchsoft or Crunchsoft Service consisting of information of which we are the source is correct, you acknowledge that certain Crunchsoft.com or Crunchsoft Services may make content available which is derived from several sources, for which we are not responsible. In all cases, information made available by any Crunchsoft or Crunchsoft Service is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.

Except as expressly set out in these terms and conditions, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of any Crunchsoft or Crunchsoft Service and, to the fullest extent permitted by law, all implied warranties, conditions, or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred because of you or anyone else relying on the content of any Crunchsoft or Crunchsoft Service.

We cannot and do not guarantee that any Crunchsoft or Crunchsoft Service or its content will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your requirements as to the safety and reliability of any Crunchsoft or Crunchsoft Service and its content.

Your personal information

Use of your personal information submitted to us (whether via any Crunchsoft, Crunchsoft Service, or the Website) is governed by our Privacy and Cookies Policy. Additionally, by using any Crunchsoft or Crunchsoft Service, you acknowledge that internet transmissions are never completely private or secure and that it is always possible that any message or information you send using any Crunchsoft or Crunchsoft Service may be read or intercepted by others.

User content

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The Crunchsoft.com and Crunchsoft Services allow you to submit user-generated content (User Content) and also allow you to communicate that content to your selected recipients (if any). We do not control User Content submitted. You are solely responsible for User Content as submitted by you.

User Content must not:

- contain or link to any material which infringes any intellectual property right or other right of any other person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or data protection obligations;
- contain or link to any material which is defamatory of any person or entity;
- be likely to mislead or deceive any person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- contain or link to any material which is obscene, offensive, hateful or inflammatory;
- be menacing, threatening, abuse or invade another's privacy, or cause harassment, anxiety, alarm, upset, embarrassment, annoyance or inconvenience to any person;
- contain, link to or promote sexually explicit material;
- promote violence or aggression;
- promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- encourage, advocate, promote, solicit, invite or assist any illegal activity or unlawful act such as (by way of example only) intellectual property infringement or computer misuse;
- be used to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); contain or link to any viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- or give the impression that it emanates from us, our licensors, partners, or associated organizations, if this is not the case.

You agree that, by submitting any User Content, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, and fully sub-licensable right and license to use, reproduce, modify, publish, translate, distribute, perform, and display such User Content (in whole or part) to the extent necessary for us to provide the Crunchsoft Services.

Whilst we do not pre-screen User Content, we reserve the right, in our sole discretion, to delete, edit or modify any User Content submitted by you, at any time without prior notice, if we need to do so for security, legal or, unless that content is part of a subscription you have paid for, any other reasons.

External links

The Crunchsoft.com and Crunchsoft Services may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products, or Crunchsoft Services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of our association with their operators or promoters.

Suspension and termination

We may, from time to time, with or without prior notice, temporarily suspend the operation of any Crunchsoft Service (in whole or in part) for repair or maintenance work or to update or upgrade any contents, features or functionality.

We reserve the right to suspend or terminate any Crunchsoft Service at any time, with or without prior notice, if we need to do so for security, legal or, unless it is a paid-for Crunchsoft Service subscription, any other reasons.

We may, with or without prior notice, suspend or terminate any Crunchsoft Service and/or your use of your account if you:

- breach any of these terms and conditions;
- fail to pay any correctly billed charges when due;

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- or become insolvent or make composition with your creditors or petition for your own bankruptcy or have a bankruptcy petition presented against you, or are subject to any event or proceedings which are equivalent or substantially similar under any applicable jurisdiction.

Upon termination:

- all rights granted to you under these terms and conditions will immediately cease;
- you must immediately discontinue all further use of your account and any Crunchsoft or Crunchsoft Service;
- and you must promptly pay us all outstanding amounts that you owe us.

Our liability

Nothing in these terms and conditions shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence; or fraudulent misrepresentation;
- or any other liability that may not, under English law, be limited or excluded.

Subject to this, if you are a consumer and not a business user, in no event shall we be liable to you for any business losses, and if you are a business user, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable and shall not exceed the following:

- in each subscription period, the total fees paid by you in that period for the relevant paid-for Crunchsoft Service subscription in respect of which the liability arises;
- or if the relevant Crunchsoft Service was made available free of charge

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

General

You may not transfer or assign any or all your rights or obligations under these terms and conditions.

All notices given by you to us must be given in writing to the address set out at the end of these terms and conditions.

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected.

These terms and conditions may not be varied except with our express written consent.

These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to their subject matter. We are required by law to advise you that any contract formed on the terms of these terms and conditions may be concluded in the English language only and that no public filing requirements apply.

These terms and conditions shall be governed by English law, and you agree that any dispute between you and us regarding them or any Crunchsoft will only be dealt with by the English courts, but if you are a consumer and not a business user and you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

Contacting us

Please submit any questions you have about these terms and conditions to: contact@Crunchsoft.com or any other questions to support@Crunchsoft.com.