

User Agreement

Effective on September 1st, 2020

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1. Introduction

By pressing “Sign Up” or similar, registering or using our services, you are agreeing to enter into a legally binding contract with CrunchCure. If you do not agree to this terms of use (“User Agreement”), do **not** click “Sign Up” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

Services

The User Agreement applied to CrunchCure.com and app.CrunchCure.com. Registered users of our Services are “Members” and unregistered users are “Visitors”.

CrunchCure

You are entering into this User Agreement with CrunchCure (also referred to as “we” and “us”).

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this [Privacy Policy](#) and updates.

1.2 Members and Visitors

When you register and join the CrunchCure Services, you become a Member. If you have chosen not to register for our Services, you may access certain features as a Visitor.

1.3 Change

We may modify this User Agreement and our Privacy Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updates terms as of their effective date.

2. Obligations

2.1 Service Eligibility

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the “Minimum Age” or older; (2) you will only have one CrunchCure account, which must be in your real name; and (3) you are not already restricted by CrunchCure from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the Minimum Age.

“Minimum Age” means 16 years old. However, if law requires that you must be older in order for CrunchCure to lawfully provide the Services to you without parental consent, then the Minimum Age is such older age.

2.2 Your Account

Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account and (3) follow the law. You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others, your account belongs to you. However, if the Services were purchased by another party for you to use, the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account.

2.3 Notices and Messages

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us. You agree to keep your contact information up to date.

3. Rights and Limitations

3.1 Your License to CrunchCure

As between you and CrunchCure, you own the content and information that you submit to or use in the Services, and you are only granting CrunchCure the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you create through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they are copied, re-shared or stored and (b) for the reasonable time it takes to remove from backup and other systems.
2. We will get your consent if we want to give other Members the right to access your content beyond the Services. However, if you choose to share your created content as “public”, we will enable a feature that allows other Members to use that created content.
3. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the contents or any meaning of your expressions.
4. This license does not entail the collection and storage of data, as this will for no reason and by no means whatsoever be shared with other Members or third parties.

You and CrunchCure agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to CrunchCure, you agree that CrunchCure can use and share such feedback for any purpose without compensation to you.

You agree to only provide content or information that does not violate the law nor anyone’s rights. You also agree that your profile information will be truthful. CrunchCure may be required by law to remove certain information or content in certain countries.

3.2 Service Availability

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

3.3 Limitations

CrunchCure reserves the right to limit your use of the Services. CrunchCure reserves the rights to restrict, suspend, or terminate your account if you breach this User Agreement or the law or are misusing the Services.

3.4 Intellectual Property Rights

CrunchCure reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. CrunchCure, and other CrunchCure trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of CrunchCure.

4. Disclaimer and Limited Liability

4.1 No Warranty

CrunchCure makes no representation or warranty about the services, including any representation that the services will be uninterrupted or error-free, and provides the services on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, CrunchCure disclaims any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

4.2 Exclusion of Liability

To the fullest extent permitted by law, CrunchCure will not be liable in connection with this User Agreement for lost profits, loss of data, or any indirect, incidental, consequential, special or punitive damages. As the Services are limited to visualizing data collected through various methods, CrunchCure will not be liable to any consequences related to actions undertaken as a result of any visualizations displayed by the Service.

5. Termination

Both you and CrunchCure may terminate this User Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
 - Members and/or Visitors’ rights to further re-share content and information you shared through the Services;
 - Section 4 of this contract;
 - Any amounts owed by either party prior to termination remain owed after termination.
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6. General Terms

If a court with authority over this User Agreement finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this User Agreement.

This User Agreement is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this User Agreement, that does not mean that CrunchCure has waived its right to enforce this User Agreement. You may not assign or transfer this User Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that CrunchCure may assign this User Agreement to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this User Agreement.