Crash Magic Terms of Service

Thanks for using Crash Magic! These terms of service ("Terms") cover your use and access to the services, client software and websites ("Services") provided by Pd' Programming, Inc. (Including GovernmentTools.com and PdMagic.com) Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms, and to review our Privacy and Acceptable Use policies. If you're using our Services for an organization, you're agreeing to these Terms on behalf of that organization.

Your Stuff & Your Permissions

When you use our Services, you provide us with things like your crash and related data, files, content, email messages, contacts and so on ("Your Stuff"). Your Stuff is yours. These Terms don't give us any rights to Your Stuff except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Stuff, backing it up, performing analysis of the data, and sharing it when you ask us to. Our Services also provide you with features like photo thumbnails, document previews, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Stuff. You give us permission to do those things, and this permission extends to trusted third parties we work with.

Sharing Your Stuff

Our Services let you provide access to Your Stuff with others, so please think carefully about what you share.

Your Responsibilities

You're responsible for your conduct, Your Stuff and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people upload and share via the Services.

Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current.

Software

Some of our Services allow you to download client software ("Software") which may update automatically. This includes our Data Entry Module as well as other utilities. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Our Stuff

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Pd' Programming, Inc. trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our DMCA Process. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent
 Pd' Programming, Inc.
725 Aegean Drive
Lafayette, CO 80026
 info@PdMagic.com

Payment

Billing. We'll automatically bill you from the date you subscribe to the services on each periodic renewal until cancellation. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

No Refunds. You may cancel your Crash Magic Account at any time but you won't be issued a refund.

Changes. We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

Termination

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or

terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, PD' PROGRAMMING AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states don't allow the disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PD' PROGRAMMING, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT PD' PROGRAMMING HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF $20 OR THE AMOUNTS PAID BY YOU TO PD' PROGRAMMING FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION. Some states don't allow the types of limitations in this paragraph, so they may not apply to you.

Resolving Disputes

Let's Try To Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against Pd' Programming, you agree to try to resolve the dispute informally by contacting info@PdMagic.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Pd' Programming may bring a formal proceeding.

We Both Agree To Arbitrate. You and Pd' Programming agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Exceptions to Agreement to Arbitrate. Either you or Pd' Programming may assert claims, if they qualify, in small claims court in Boulder (CO) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Judicial forum for disputes. In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Pd' Programming agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Boulder County (CO). Both you and Pd' Programming consent to venue and personal jurisdiction there.

Controlling Law
These Terms will be governed by Colorado law except for its conflicts of laws principles.

Entire Agreement
These Terms constitute the entire agreement between you and Pd' Programming with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment
Pd' Programming's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Pd' Programming may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications
We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, or posting on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.