

PDANS Service Agreement

Welcome to PDANS.com, the website and online service of PDANS, Inc. ("PDANS", "we", "our", or "us"). This page explains the terms by which you may use our online and/or mobile services, web site, and software provided or in connection with the service (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement") whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Use of Our Service

PDANS is a progressive drug and alcohol notification system. With PDANS you can receive progressive notifications via text message, email, or phone calls directly to you and/or to emergency contacts designated by you, based on the announcement from the testing agency that has been published on a chosen schedule.

A. Eligibility

You may use the Service only if accept these terms and conditions which forms a binding contract with PDANS, and only in compliance with this Agreement and all applicable local, state, federal, and international laws, statutes, codes, rules and regulations. Anyone under 18 is strictly prohibited from creating an account for the Service. In addition, anyone under 18 may only accept invitations from parents / legal guardians to join their account. The Service is not available to any Users previously removed from the Service by PDANS.

B. PDANS Service

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. PDANS reserves all rights not expressly granted herein in the Service and the PDANS Content (as defined below). PDANS may terminate this license at any time for any reason or no reason.

C. PDANS Accounts

Your PDANS account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify PDANS immediately of any breach of security or unauthorized use of your account. PDANS will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the Settings in your PDANS account. By providing PDANS your email address and/or your phone numbers and/or another person's phone number to be used as an emergency contact, you consent to our using the

email address and/or said phone numbers to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. Communications from PDANS via phone or text message may result in usage charges from your telecommunications provider. PDANS is not responsible for such charges. We may also use your email address to send you other messages, such as changes to features of the Service, updates on the status of your account with PDANS.

D. Service Rules

You agree not to engage in any of the following prohibited activities: (1) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (2) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the PDANS servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (3) transmitting spam, chain letters, or other unsolicited email; (4) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (5) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (6) uploading invalid data, viruses, worms, or other software agents through the Service; (7) collecting or harvesting any personally identifiable information, including account names, from the Service; (8) using the Service for any commercial solicitation purposes; (9) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (10) interfering with the proper working of the Service; (11) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (12) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

You may not: (1) modify, disassemble, decompile or reverse engineer the PDANS Software, except to the extent that such restriction is expressly prohibited by law; (2) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the PDANS Software to any third party or use the PDANS Software to provide time sharing or similar services for any third party; (3) make any copies of the PDANS Software; (4) remove, circumvent, disable, damage or otherwise interfere with security-related features of the PDANS Software, features that prevent or restrict use or copying of any content accessible through the PDANS Software, or features that enforce limitations on use of the PDANS Software; or (5) delete the copyright and other proprietary rights notices on the PDANS Software.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. You are responsible for all the mobile data usage resulting from the use of Service. Consult your mobile operator concerning your plan, data rate charges and limits. You are solely responsible for your interactions with other PDANS Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. PDANS shall have no liability for your interactions with other Users, or for any User's action or inaction.

Information provided by PDANS may be captured directly from the source and other information may be captured by PDANS from the source's website or other medium. PDANS does not guarantee the accuracy of the information it provides. Users shall be responsible for ensuring the accuracy of the information provided to it. PDANS shall not be held responsible for failure to provide notice information due to the fault of the information source or an "Event of Force Majeure". An Event of Force Majeure means any accident, governmental restriction or action, condemnation, civil commotion, strike or lockout (whether legal or illegal), inability to obtain fuel or materials or

reasonable substitutes, fire or casualty, act of God or other event, occurrence or circumstance beyond PDANS reasonable control.

2. Mobile Software

We make available software to access the Service via a mobile device ("Mobile Software"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Service. PDANS does not warrant that the Mobile Software will be compatible with your mobile device. PDANS hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one PDANS account owned or leased solely by you, for your personal use. You may not: (1) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (2) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (3) make any copies of the Mobile Software; (4) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (5) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that PDANS may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and PDANS or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. PDANS reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the PDANS Service.

3. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "PDANS Content"), and all Intellectual Property Rights related thereto, are the exclusive property of PDANS and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any PDANS Content. Use of the PDANS Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea,

you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place PDANS under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, PDANS does not waive any rights to use similar or related ideas previously known to PDANS, or developed by its employees, or obtained from sources other than you.

4. PDANS Paid Subscription

A. PDANS Paid Subscription.

PDANS is a paid subscription service from PDANS that includes (where available): Identifier publication scheduling and notification services via a variety of communication mediums on a user-defined schedule and historic records of past identifier publications One user account is setup, which can be used on multiple devices that can be used per PDANS Paid Subscription service.

B. Geographic Coverage.

PDANS is a service that is designed for residents of the contiguous U.S., Alaska, and Hawaii.

C. Billing Policies.

If you elect to use PDANS Paid Subscription, you agree to the pricing and payment terms, as we may update them from time to time. PDANS may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

D. Pricing and Payment Terms

1. PDANS Paid Subscription subscription/access fees are payable in advance.

All subscription and access charges for the Service are payable in advance. PDANS Paid Subscription can be purchased monthly via the PDANS website using a valid credit or debit card or other provided means of payment. PDANS is not responsible for any charges or expenses you incur resulting from charges billed by PDANS in accordance with the Terms of Service (e.g. overdrawn accounts, exceeding credit card limit, etc.). PDANS reserves the right to limit the number of accounts that may be charged to a credit card or other payment or identification method per unique user.

2. Payment methods.

PDANS has no obligation to refund any payments made through a third party for the use of the Service unless stated to the contrary in these Terms and Conditions.

3. No Refunds.

You may cancel your PDANS account at any time; however, there are no refunds for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. Upon canceling your PDANS Paid Subscription service, your subscription will be valid until your paid period is completed.

4. Payment Information; Taxes

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay

all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions. Fix font

5. Closing Your Account.

You may cancel your PDANS account at any time. To cancel your account, you may do so by logging into the PDANS platform using your username and password and canceling your account using the provided Account Management tools. If such tools are not functioning, a cancellation may also be done by e-mailing us and including your name, the email address you registered with, and a phone number where you can be reached. Your account will be canceled within 48 hours of your cancellation request.

6. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data for our system to function, and to have your personally identifiable information collected, used, transferred to and processed in the United States for our system to function. We do share your name and cell phone number with our payment provider.

7. Security

PDANS cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. Indemnity

You agree to defend, indemnify and hold harmless PDANS and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (1) your use of and access to the Service, including any data or content transmitted or received by you; (2) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (3) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (4) your violation of any applicable law, rule or regulation; (5) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (7) any other party's access and use of the Service with your unique username, password or other appropriate security code.

9. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PDANS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, PDANS, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED

OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

PDANS GATHERS DATA FROM THIRD-PARTIES (THE TESTING AGENCIES) AND DOES NOT WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR THE ACCURACY AND/OR RELIABILITY OF THE INFORMATION PROVIDED TO THE USERS.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PDANS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, PROBATION VIOLATIONS AND/OR SUBSEQUENT COURT SANCTIONS INCLUDING INCARCERATION THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL PDANS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TESTNOTICE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (7) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TESTNOTICE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TESTNOTICE HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TESTNOTICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from facilities in the United States. PDANS makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

11. Governing Law and Arbitration

A. Governing Law.

You agree that: (1) the Service shall be deemed solely based in Michigan; and (2) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over PDANS, either specific or general, in jurisdictions other than Michigan. This Agreement shall be governed by the laws of the State of Michigan, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Oakland County, Michigan for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

B. Arbitration.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TESTNOTICE. In the unlikely event that PDANS has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any PDANS claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms of Use, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Oakland County, Michigan, unless you and PDANS agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing PDANS from seeking injunctive or other equitable relief from the courts as necessary to protect any of PDANS proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS TERMS OF SERVICE, YOU AND PDANS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. General

A. Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PDANS without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement.

PDANS may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by PDANS in our sole discretion. PDANS reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. PDANS is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. PDANS may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

C. Entire Agreement/Severability.

This Agreement, together with any amendments and any additional agreements you may enter into with PDANS in connection with the Service, shall constitute the entire agreement between you and PDANS concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

D. No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and PDANS's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. Contact.

Please contact us with any questions at info@PDANS.com regarding this Agreement.