

## Swipetask Customer Terms & Conditions of Services



### Welcome to Swipetask!

This Terms of Service agreement sets out the terms on which Swipetask provides its users with access to and the use of the Swipetask services. By choosing to use Swipetask, customers acknowledge that they have read, understood and agreed to terms and conditions of this agreement.

By accessing or using the Swipetask services in any way, including by registering for an Swipetask Account, downloading the Application or any Application upgrades, using the Application on your mobile device, or by entering into a service agreement with Swipetask (a "Service subscription"), you are indicating that you have read, understand and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, then you have no right to access or use the Swipetask services or Site Content. If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

#### 1. Definitions

When we say, "we," "our," or "us," we're referring to Swipetask Pte Ltd a Singapore based limited liability company, our employees, directors, officers, affiliates, and subsidiaries.

When we say "Customer", "you" or "your," we are referring to the person or entity that's registered with us to use the Swipetask services.

When we say "Terms," we mean our Terms of Service, which includes our Privacy Policy.

When we say "Websites," we mean our websites located at [www.swipetask.com](http://www.swipetask.com), including all subdomains and sites associated with those domains, and other websites that we operate now and in the future.

When we say "Services," we mean our websites, apps (web, iOS and Android applications), Application Programming Interfaces (APIs), our content, and various third-party services that make up Swipetask.

When we say “Swipetask,” we mean our websites, apps and services collectively.

When we say “information,” we mean all of the different forms of data that you provide us and that we collect from you from your use of the services, your software, and your devices.

## 2. General Rules

To use Swipetask, you must (a) if you are accepting these Terms of Service on behalf of a company or other legal entity as a Corporate Administrator (as defined below), you have the authority to bind that company or legal entity to these Terms of Service. (d) agree to these Terms; and (e) promise to follow these rules:

Modification. You understand that we may change these Terms of Service or any portion of the Swipetask Service at any time. Your continued use of the Swipetask Service constitutes your acceptance of any modified Terms of Service

You are responsible for all content you provide and your activities on Swipetask;

You will use Swipetask in compliance with all applicable laws, rules, and regulations;

You will not use Swipetask to solicit the performance of any activity which infringes our rights or the rights of others; and

You will not use Swipetask to upload, transmit, or otherwise distribute any objectionable content, as solely determined by us.

If you break any of your promises above or any of the rules in these Terms, we may terminate your account. Your actions may also subject you to legal consequences.

As long as you comply with our Terms of Service, we grant you a non-exclusive, non-transferable, limited privilege to use Swipetask. Your use of Swipetask is at your own risk.

## 3. Intellectual Property

You own your content. We do not represent any ownership or claim any intellectual property rights over the information that you provide or that is provided to us.

We own Swipetask and our Services. You may not copy, reproduce, alter, modify, resell, mirror, or create derivative works of Swipetask, our Services, or our content on Swipetask without our written permission.

You shall grant to us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into Swipetask or otherwise use any suggestions, enhancement requests, recommendations or other feedback that we receive from you or your agents.

#### 4. Passwords and Accounts

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to. You agree to notify us immediately of any unauthorized use of your account(s). We're not responsible for any losses due to stolen or hacked passwords.

You will not represent that you are any other individual or entity unless such individual or entity has given you written permission to act on their behalf.

#### 5. Third Party Products & Hardware

Except for the limited warranty set forth by Swipetask's suppliers, Swipetask itself makes no warrants on any Hardware/Third-Party Products supplied ("Goods") to its Customers.

It is your responsibility to ensure that any goods purchased hereunder are fit and sufficient for their intended use. You shall be solely responsible for determining appropriateness of the particular goods with respect to your application. You acknowledge that you alone have determined that the goods will meet its requirements of the intended use in all cases. You shall not use the goods for a product or service involving serious risk to life or property without ensuring that the product or service as a whole has been designed to address the risks, and that the goods are properly rated and installed for the intended use within the overall product or service.

For the avoidance of doubt, Swipetask makes no representations or warranties with respect to any third party product, including any;

(i) warranty of merchantability;

(ii) warranty of fitness for a particular purpose;

(iii) warranty of title;

(iv) warranty against infringement of intellectual property rights of a third party; or

(v) performance of goods to standards specific to the country of import;

whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly disclaimed.

In the event of any Goods malfunctioning or breaking down, Swipetask may nevertheless, entirely at its own discretion, offer to replace such Goods. In such circumstances, Swipetask reserves the right to replace such Goods with a pre-owned, yet fit-for-use unit.

#### 6. Payment Terms

All fees are exclusive of all taxes or duties imposed by governing authorities. You are solely responsible for payment of all such taxes or duties.

We reserve the right to change service fees upon thirty (30) days' notice. Such notice may be provided at any time by posting the changes to Swipetask and by email.

## 7. Cancellation and Termination

You are solely responsible for the proper cancellation of your account.

## 8. Privacy

See Swipetask's Privacy Policy at [www.swipetask.com](http://www.swipetask.com) for information and notices concerning Swipetask's Privacy Policy.

## 9. Indemnification

You agree to indemnify and hold us harmless from any and all demands, loss, liability, claims or expenses (including attorneys' fees) made against us by any third party due to or arising out of or in connection with your use of Swipetask.

## 10. Representations and Warranties

To the maximum extent permitted by law, we provide Swipetask on an "as is" and "as available" basis, which means we don't provide warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and to any warranties that (i) Swipetask will meet your specific requirements, (ii) Swipetask will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Swipetask will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through Swipetask will meet your expectations, and (v) any errors in Swipetask will be corrected.

## 11. Limitation of Liability

To the fullest extent permitted by law, you assume full responsibility for and we disclaim liability to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if we had been advised of the possibility of such damages.

We disclaim any and all liability for the acts, omissions, and conduct of any third parties related to your use of Swipetask and any linked sites and services. Your sole remedy against us for dissatisfaction with Swipetask is to stop using Swipetask. The preceding disclaimer applies to any damages, liability, or injuries whether for breach of contract, tort, negligence or any other cause of action.

## 12. Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of Swipetask, including all disputes, will be governed by the laws of the Republic of Singapore.

Any dispute or difference arising out of or in connection with the terms of this Agreement (regardless of the nature of the question or dispute) shall as far as possible be settled amicably.

No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between us and you arising out of or in connection with your use of the Websites or Services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. Failing an amicable settlement within three (3) months of the written notification by one Party to the other of a dispute or difference arising out of or relating to this Agreement, such dispute or difference shall be finally settled by arbitration in Singapore in accordance with the Rules of Singapore International Arbitration Centre (SIAC) for the time being in force, which rules are deemed to be incorporated by reference in this Article. The arbitration tribunal shall consist of three (3) arbitrators. Any arbitration proceedings shall be conducted in the English language.

## 13. Force Majeure

You agree that we are not liable for any delays or failure in performance of any part of the Services, from any cause beyond our control.

## 14. Severability

If one or more sections of the Terms are held unenforceable, then those sections will be removed or edited as little as necessary, and the rest of the Terms will still be valid and enforceable.

## 15. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

## 16. No Waiver

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

## 17. Entire Agreement

These Terms and all documents incorporated into these Terms by reference constitute the entire agreement between you and us and govern your use of Swipetask, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms of Service).

## 18. Amendments and Changes to Swipetask

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms, with 30 days' notice. Unless explicitly stated otherwise, any new features that augment or enhance Swipetask shall be subject to the Terms.

Your continued use of Swipetask following the posting of changes will mean that you accept and agree to the changes.

We reserve the right to modify or change Swipetask, or any portion of Swipetask as necessary to maintain, upgrade the services and perform routine or non-routine maintenance, error correction, or other changes.

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