Terms of Service for theswiftline

Effective Date: 25th June 2025.

Welcome to **theswiftline** (<u>www.theswiftline.com</u>), a web application owned and operated by **THESWIFTLINE TECH ENTERPRISE** ("theswiftline," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of theswiftline, which provides virtual queue management solutions, event organization tools, and related services for both queue participants ("Users") and event organizers ("Organizers").

By accessing or using theswiftline, you agree to be bound by these Terms. If you do not agree to these Terms, do not use our services.

1. Acceptance of Terms

By creating an account, clicking "I Agree," or otherwise accessing or using theswiftline, you acknowledge that you have read, understood, and agree to be bound by these Terms, including our Privacy Policy. If you are using the service on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

2. Changes to Terms

We reserve the right to modify these Terms at any time. If we make material changes, we will notify you by updating the "Effective Date" at the top of these Terms and, where appropriate, providing more direct notice (e.g., via email or in-app notification). Your continued use of theswiftline after any such changes constitutes your acceptance of the new Terms.

3. Service Description

theswiftline provides a platform for:

Queue Participants: Joining virtual queues via QR code or link, receiving real-time
position and estimated wait time updates, receiving email reminders, and engaging
with in-app entertainment (word game, facts slider) while waiting. Users may join
anonymously or by creating an account.

• **Event Organizers:** Creating and managing events, defining queue settings (anonymous/authenticated), viewing live queue dashboards, pausing/resuming queues, skipping members, and accessing analytics (total served, average wait time, drop-off rates, peak hours) and ML-powered wait time predictions.

4. User Accounts and Responsibilities

4.1. Account Creation:

You may create an account using your email/password or by using Google OAuth. If you choose to join a queue anonymously, some features may be limited.

4.2. Account Security:

You are responsible for maintaining the confidentiality of your account login information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

4.3. Accurate Information:

You agree to provide accurate, current, and complete information during registration and keep your account information updated.

4.4. Prohibited Conduct:

You agree not to:

- Use theswiftline for any illegal or unauthorized purpose.
- Interfere with or disrupt the integrity or performance of the Service.
- Attempt to gain unauthorized access to any part of theswiftline or its related systems or networks.
- Transmit any viruses, malware, or other harmful code.
- Misrepresent your identity or impersonate any person or entity.
- Use theswiftline to send unsolicited communications (spam).
- Scrape, collect, or store any data from theswiftline without our express written permission.

5. Intellectual Property Rights

5.1. Our Content:

All intellectual property rights in theswiftline (including its code, design, logos, trademarks, and content, but excluding User Content) are owned by **THESWIFTLINE TECH ENTERPRISE** or our licensors. You are granted a limited, non-exclusive, non-transferable, revocable license to use theswiftline solely for its intended purpose, subject to these Terms.

5.2. User Content:

You retain all ownership rights to the content you create or upload to theswiftline (e.g., event descriptions, queue member names). By uploading content, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, publish, and display such content solely for the purpose of operating and improving theswiftline.

5.3. Feedback:

If you provide us with any suggestions, feedback, or ideas ("Feedback"), you agree that we are free to use such Feedback for any purpose without compensation to you.

6. Disclaimers

THESWIFTLINE IS PROVIDED "AS IS" AND "AS AVAILABLE" 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. WE DO NOT WARRANT THAT THESWIFTLINE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR ML-POWERED WAIT TIME ESTIMATIONS ARE PREDICTIONS AND MAY NOT ALWAYS BE COMPLETELY ACCURATE.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THESWIFTLINE TECH ENTERPRISE, ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES

(INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THESWIFTLINE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. Indemnification

You agree to indemnify, defend, and hold harmless **THESWIFTLINE TECH ENTERPRISE** and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- (a) your access to or use of theswiftline;
- (b) your violation of these Terms; or
- (c) your violation of any third-party right, including without limitation any intellectual property right or privacy right.

9. Termination

We may terminate or suspend your access to theswiftline immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the service will immediately cease. If you wish to terminate your account, you may simply discontinue using theswiftline or follow the account deletion process within the application. For paid plans, no refunds will be provided for any unused portion of your subscription term upon termination.

10. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the **Federal Republic of Nigeria**, without regard to its conflict of law principles. Any dispute, controversy, or claim arising out of or relating to these Terms or theswiftline shall be subject to the exclusive jurisdiction of the courts located in **Lagos**, **Nigeria**.

11. Miscellaneous

11.1. Entire Agreement:

These Terms, together with the Privacy Policy, constitute the entire agreement between

you and theswiftline regarding your use of the Service.

11.2. Severability:

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will

otherwise remain in full force and effect.

11.3. No Waiver:

Our failure to enforce any right or provision of these Terms will not be considered a waiver

of those rights.

11.4. Assignment:

You may not assign any of your rights or obligations under these Terms without our prior

written consent. We may assign our rights and obligations without restriction.

12. Contact Information

If you have any questions about these Terms, please contact us at:

THESWIFTLINE TECH ENTERPRISE Email: theswiftlinecommunity@gmail.com

Website: www.theswiftline.com