

# Swift Bookings Terms of Use



## 1. Agreement to Terms

This page explains our terms of use. When you use Swift Bookings, you're agreeing to all the rules below. Some of them need to be expressed in legal language, but we've done our best to offer you clear and simple explanations—hence the brief summaries in these blue boxes, which are not part of the official legal terms.

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Swift Bookings (“we,” “us” or “our”), concerning your access to and use of the [swiftbookings.salvsystems.com](https://swiftbookings.salvsystems.com) website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Site.

## 2. User Representations

By using the Site, you represent and warrant that:

[(1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;]

(3) you have the legal capacity and you agree to comply with these Terms and Conditions;

[(4) you are not under the age of 13;]

(5) not a minor in the jurisdiction in which you reside [, or if a minor, you have received parental permission to use the Site];

(6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;

(7) you will not use the Site for any illegal or unauthorized purpose;

(8) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## 3. About Creating an Account

You must be 13 or over to sign up for a Swift Bookings account. You're responsible for your account and all the activity on it.

To browse and to use some of Swift Bookings' functions, you'll need to register, choose a username, and set a password. When you do that, the information you give us has to be accurate and complete. Don't impersonate anyone else or choose names that are offensive or that violate anyone's rights. If you don't follow these rules, we may cancel your account.

You're responsible for all the activity on your account, and for keeping your password confidential. If you find out that someone's used your account without your permission, you should report it to [helpdesk@salvtec.co.sz](mailto:helpdesk@salvtec.co.sz).

To sign up for an account, you need to be at least 18 years old, or old enough to form a binding contract where you live. If necessary, we may ask you for proof of age.

## 4. Things You Definitely Shouldn't Do

This section is a list of things you probably already know you shouldn't do—lie, break laws, abuse people, steal data, hack other people's computers, and so on. Please make sure not to do this stuff.

A lot of people use Swift Bookings and we expect all of them to behave responsibly and help keep this a nice place. Don't do any of these things on the Site:

- **Don't break the law.** Don't take any action that infringes or violates other people's rights, violates the law, or breaches any contract or legal duty you have toward anyone.
- **Don't lie to people.** Don't post information you know is false, misleading, or inaccurate. Don't do anything deceptive or fraudulent.
- **Don't offer prohibited items.** Don't offer any rewards that are illegal, violate any of Swift Bookings' policies, rules, or guidelines, or violate any applicable law, statute, ordinance, or regulation.
- **Don't victimize anyone.** Don't do anything threatening, abusive, harassing, defamatory, libelous, tortious, obscene, profane, or invasive of another person's privacy.
- **Don't spam.** Don't distribute unsolicited or unauthorized advertising or promotional material, or any junk mail, spam, or chain letters. Don't run mail lists, lusters, or any kind of auto-responder or spam on or through the Site.
- **Don't harm anyone's computer.** Don't distribute software viruses, or anything else (code, films, programs) designed to interfere with the proper function of any software, hardware, or equipment on the Site (whether it belongs to Swift Bookings or another party).

We also need to make sure that the Site is secure and our systems function properly. So don't do any of these things—most of which boil down to “don't mess with our system.”

- Don't try to interfere with the proper workings of the Services.
- Don't bypass any measures we've put in place to secure the Services.

- Don't try to damage or get unauthorized access to any system, data, password, or other information, whether it belongs to Swift Bookings or another party.
- Don't take any action that imposes an unreasonable load on our infrastructure, or on our third-party providers. (We reserve the right to determine what's reasonable.)
- Don't use any kind of software or device (whether it's manual or automated) to "crawl" or "spider" any part of the Site.
- Don't take apart or reverse engineer any aspect of Swift Bookings in an effort to access things like source code, underlying ideas, or algorithms.

## 5. Guidelines for Reviews

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- (1) you should have firsthand experience with the person/entity being reviewed;
- (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- (4) your reviews should not contain references to illegal activity;
- (5) you should not be affiliated with competitors if posting negative reviews;
- (6) you should not make any conclusions as to the legality of conduct;
- (7) you may not post any false or misleading statements;
- (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sub-licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## 6. How Swift Bookings Works

Our Terms of Use explain your relationship with Swift Bookings. This section explains who's responsible for what. This is what you're agreeing to when you make a booking via Swift Bookings. This section also goes over the details of booking a Bookings—things like how money gets collected, whether bookings can be changed or canceled, and how users can contact Bookings providers for refunds.

### Prices

1. When you make a booking through our platform, you agree to pay the cost of the trip, including any charges and taxes that may apply.
2. Some of the prices you see may have been rounded to the nearest whole number.
3. Obvious errors and obvious misprints are not binding. For example: if you book a trip that was mistakenly offered for E1, your booking may be cancelled and we'll refund anything you've paid.

### Payment

1. In order for a booking to be confirmed, we will require a full payment for the trip.
2. Payment will be taken or pre-authorized when you make your Booking, and it may be non-refundable. This does not affect your rights if you have any problems with your trip arrangement and plan – please refer to '**cancellation policy**'.
3. If your payment method is denominated in a currency that is different to the payment currency, your bank or payment method provider (or their payment services providers) may charge you additional fees. For example, this could happen if your credit card is in USD yet our preferred currency is charging you in SZL. If this is going to happen, we'll inform you during the booking process.
4. If you know of or suspect any fraudulent behavior or unauthorized use of your Payment Details, please contact your payment provider as soon as possible.
5. If the currency selected on the Platform isn't the same as the Service Provider's currency, we may:
  - show prices in your own currency
  - The exchange rate is determined at the time the total payment (or estimated total payment) is displayed during the checkout process – and where applicable, the total price displayed will be the amount charged by us to you. Just to be clear, certain fees and charges that are part of the total price displayed will, however, be collected directly by the Service Provider. We will tell you during the checkout process when this is the case.

- If you cancel a reservation within any permitted cancellation period which may apply, we will refund you the amount minus refund fees (exclusive of any applicable fees).

## Policies

1. When you make a booking through our platform, you accept the applicable terms and conditions as displayed in the booking platform. You'll find our cancellation policy and any other policies (about age requirements, additional supplements for group bookings, payment methods accepted, etc.) on our platform: on the Service Provider information pages, during the booking process, in the fine print, and in the confirmation email or ticket (if applicable).

2. If you cancel a Booking or don't show up, any cancellation/no-show fee and any refund will depend on the Service Provider's cancellation/no-show policy.

3. Some Bookings can't be cancelled for free, while others can only be cancelled for free before a deadline.

4. If you book a trip by paying in advance (including all price components), the Service Provider may cancel the Booking without notice if they can't collect the balance on the date specified. If they do cancel, any non-refundable payment you've made will only be refunded at their discretion. It's your responsibility to make sure the payment goes ahead on time (that your bank, debit card or credit card details are correct, and that there's enough money available in your account).

5. If you think you're not going to arrive on time, please contact your Service Provider and tell them when they can expect you or where they can pick you. It's your responsibility to ensure you're on time – and if you aren't, we are not responsible for any associated costs (e.g. the cancellation of your booking, or any fees the Service Provider may charge).

6. As the person making the booking, you are responsible for the actions and behaviour (in relation to the trip) of everyone in the group. You are also responsible for obtaining their permission before providing us with their personal data.

## 7. Stuff We Don't Do and Aren't Responsible For

We don't oversee bookings' performance, and we don't mediate disputes between users.

Swift Bookings isn't liable for any damages or losses related to your use of the Services. We don't become involved in disputes between users, or between users and any third party relating to the use of the Services. We don't oversee the performance or punctuality of bookings, and we don't endorse any content users submit to the Site. When you use the Services, you release Swift Bookings from claims, damages, and demands of every kind—known or unknown, suspected or unsuspected, disclosed or undisclosed—arising out of or in any way

related to such disputes and the Services. All content you access through the Services is at your own risk. You're solely responsible for any resulting damage or loss to any party.

## 8. Other Websites

If you follow a link to another website, what happens there is between you and them—not us.

Swift Bookings may contain links to other websites. (For instance, project pages, user profiles, and comments may link to other sites.) When you access third-party websites, you do so at your own risk. We don't control or endorse those sites.

Swift Bookings partners with Bookings operators or other companies (such as banks and MNOs) for payment processing. When you book a service, you're also agreeing to the Bookings operator and payment processor's terms of service.

## 9. Intellectual Property Rights

The content on Swift Bookings is protected in various ways. You do have the right to use it for certain personal purposes, but you can't use it for anything commercial without getting permission first.

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Eswatini, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## 10. How We Deal with Copyright Issues

We comply with the Copyright and Neighboring Rights Act. To learn more about how we deal with claims of copyright infringement.

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us via email at [helpdesk@salvtec.co.sz](mailto:helpdesk@salvtec.co.sz). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.]

## 11. Deleting Your Account

You can delete your account at any time, but doing so won't automatically remove some content you've already posted.

You can terminate your account at any time through your account settings. We may retain certain information as required by law or as necessary for our legitimate business purposes. All provisions of this agreement survive termination of an account, including our rights regarding any content you've already submitted to the Site. (For instance, if you've made a booking, deleting your account will not automatically remove your booking from the Site.) You can contact us at [helpdesk@salvtec.co.sz](mailto:helpdesk@salvtec.co.sz) for additional information.

## 12. Our Rights

To operate, we need to be able to maintain control over what happens on our website. So in this section, we reserve the right to make decisions to protect the health and integrity of our system. We don't take these powers lightly, and we only use them when we absolutely have to.

To protect the health and integrity of our system and to help ensure that everyone booking a Bookings enjoys a safe and secure environment, Swift Bookings reserves these rights:

- We can make changes to the Swift Bookings Site and Services without notice or liability.
- We have the right to decide who's eligible to use Swift Bookings. We may in limited circumstances impose restrictions or limitations on accounts, or—for particularly significant or repeated violations of our Terms or any other rules on the Site, —we may cancel accounts or decline to offer our Services (Especially if you're abusing them.) We can change our eligibility criteria at any time. If these things are prohibited by law where you live, then we revoke your right to use Swift Bookings in that jurisdiction.
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- We have the right to cancel any booking, at any time and for any reason.
- We have the right to reject, cancel, interrupt, remove, or suspend any booking at any time and for any reason.

Swift Bookings is not liable for any damages as a result of any of these actions.

It is our general policy not to comment on the reasons for any such action. However, if we impose restrictions on or limit a verified account holder's access to any of our Services or if we intend to cancel a verified account, we will let the account holder know the reasons for this action and how they can remedy any issues (where appropriate), unless we're prohibited from doing so by law or in the interest of safety. For account cancelations, we will let the account holder know the reasons for this action at least 30 days in advance, unless we're canceling for reasons related to illicit or inappropriate content, the safety of a good or service, counterfeiting, fraud, malware, spam, data breaches, other cybersecurity risks, or the suitability of a good or service for minors.

## 13. Warranty Disclaimer

We work hard to provide you with great services, but we can't guarantee everything will always work perfectly. This site is presented as-is, without warranties.

You use our Services solely at your own risk. They are provided to you “as is” and “as available” and *without warranty of any kind*, express or implied.

EPAYNET P2P FUNDING SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM SWIFT BOOKINGS SHALL CREATE ANY WARRANTY.

## 14. Indemnification

If you do something on Swift Bookings that winds up getting us sued, you have to help defend us.

If you do something that gets us sued, or break any of the promises you make in this agreement, you agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees and other legal costs) that arise from or relate to your use or misuse of Swift Bookings. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to this indemnification clause, in which case you agree that you'll cooperate and help us in asserting any defenses.

## 15. Limitation of Liability

If something bad happens as a result of your using Swift Bookings, we're not liable (beyond a small amount).

To the fullest extent permitted by law, in no event will Swift Bookings, its directors, employees, partners, suppliers, or content providers be liable for any indirect, incidental, punitive, consequential, special, or exemplary damages of any kind, including but not limited to damages (i) resulting from your access to, use of, or inability to access or use the Services; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct of content of any third party on the Site.

## 16. Dispute Resolution and Governing Law

We're located in Eswatini, and any disputes with us have to be handled in Eswatini National law.

We at Digimage Investments encourage you to contact us if you're having an issue before resorting to the courts. Our Digimage Investments support team is on hand and ready to answer your questions. You can visit our [Help Desk](#) to find articles with information that may resolve your issue. If you still have questions, you can contact us at 78081012 or email us at [helpdesk@salvtec.co.sz](mailto:helpdesk@salvtec.co.sz) so that one of our support team agents can personally reply to you and attempt to resolve your issue. These resources are easily accessible and free. If you're a creator based in Eswatini and, after contacting us through those channels, you still don't feel as if your issue has been resolved, we may agree with you to engage in mediation to resolve any complaints in good faith.



In the unfortunate situation where legal action does arise, these Terms (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of Eswatini, without giving effect to any principles of conflicts of law. You agree that Swift Bookings and its Services are deemed a passive website that does not give rise to jurisdiction over Swift Bookings or its employees, directors, officers, or shareholders, either specific or general, in any jurisdiction other than Eswatini. You agree that any action at law or in equity arising out of or relating to these Terms, or your use or non-use of Swift Bookings, shall be filed only in courts located in Eswatini, and you hereby consent and submit to the personal jurisdiction of these courts for the purposes of litigating any such action. You hereby irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

## 17. The Rest

These are our official terms and our rules for how things work. You can verify any confusing or conflicting information you see elsewhere by referencing what we've explained on this page.

These Terms and the other material referenced in them are the entire agreement between you and Swift Bookings with respect to the Services. They supersede all other communications and proposals (whether oral, written, or electronic) between you and Swift Bookings with respect to the Services and govern our future relationship. If any provision of these Terms is found to be invalid under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms otherwise will remain in full force and effect and enforceable. The failure of either you or Swift Bookings to exercise any right provided for in these Terms in any way won't be deemed a waiver of any other rights.

These Terms are personal to you. You can't assign them, transfer them, or sublicense them unless you get Swift Bookings' prior written consent. Swift Bookings has the right to assign, transfer, or delegate any of its rights and obligations under these Terms without your consent. Swift Bookings will provide you notice via email, written notice, or by conspicuously posting the notice on our Site.