# Swift Asset Movement LLC. Terms of Use

These Terms of Use apply to Swift Asset Movement LLC network of mobile applications and Web sites. Web sites optimized for viewing on a wireless or tablet device, all e-mail newsletters published or distributed by us and through Swift Asset Movement LLC published mobile applications, of Swift Asset Movement LLC, ("Swift Asset Movement LLC," "We," "Our," or "Us").

Please read these Terms of Use carefully. By using this Web site or App (collectively, "Services"), you acknowledge that you have read, understand and agree to be bound by the following terms, the Swift Asset Movement LLC Privacy and all applicable laws and regulations. Please review the Dispute Resolution section carefully, as it limits your ability to sue Swift Asset Movement LLC or participate in a class action against Swift Asset Movement LLC. If you do not agree to these Terms of Use, you are not permitted to access, download or use the Services.

WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF OUR APP FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF USE WILL APPLY RETROACTIVELY.

### **Who May Use Our Services**

You may use Our Services only if you are 13 years or older and are not barred from using the Services under applicable law.

### **Privacy Policy**

For information about the collection, use, and disclosure of information, as well as your choices and control over such collection, use, and disclosure, please review the Swift Asset Movement LLC Privacy Policy.

### **Content Ownership**

Swift Asset Movement LLC and its licensors exclusively own all right, title and interest in and to the Services and all Content that is not News Content or Advertising Content, including all associated intellectual property rights. All rights to the News Content and Advertising Content are retained by the third-party that is the source of such Content. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content. "Content" means text, graphics, images, music, software, audio, video, content, works of authorship of any kind, and information or other materials that are posted, generated, distributed, disseminated, provided or otherwise made available through the Services. "News Content" means any and all Content provided via the Services that comprises news content. "Advertising Content" means advertising provided via the Services on behalf of third-parties.

All trademarks, service marks and trade names of Swift Asset Movement LLC or its licensors used herein (including but not limited to: Swift Asset Movement LLC name, Swift Asset Movement LLC corporate logo, the App name, the App design, and any logos) are trademarks or registered trademarks of Swift Asset Movement LLC or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Swift Asset Movement LLC trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the App, without Swift Asset Movement LLC's prior written consent. You shall not use Swift Asset Movement LLC's name or any language, pictures or symbols which could, in Swift Asset Movement LLC's judgment, imply Swift Asset Movement LLC's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

This Agreement does not authorize you to, and you may not, copy, distribute, transfer, modify, publicly display, publicly perform or create derivative works based upon Content without our or our partners' permission.

### Your Access to and Use of Our Services

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

- 1. \* access or use the Services if you are not fully able and legally competent to agree to these Terms;
- 2. \* modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Services, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied the Platform or any derivative works thereof;
- 3. \* distribute, license, transfer or sell, in whole or in part, any of the Services or any derivative works thereof;
- 4. \* market, rent or lease the Services for a fee or charge, or use the Platform to advertise or perform any commercial solicitation;
- 5. \* interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- 6. \* incorporate the Platform or any portion thereof into any other program or product. We reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- 7. \* use automated scripts to collect information from or otherwise interact with the Services;
- 8. \* impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- 9. \*intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 10.\* use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting shill reviews;
- 11.\* use the Services to upload, transmit, distribute, store or otherwise make available in any way (including for the purposes of creating and/or streaming content):
- 12.\* files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- 13.\* any unsolicited or unauthorised advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other prohibited form of solicitation;
- 14.\* any private information of any third party, including addresses, phone numbers, email addresses, number and feature in the personal identity document (e.g., National Insurance numbers, passport numbers) or credit card numbers;

- 15.\* any content which does or may infringe any copyright, trade mark or other intellectual property or privacy rights of any other person;
- 16.\* any content which is defamatory of any person, obscene, offensive, hateful or inflammatory;
- 17.\* any content that would constitute, encourage or provide instructions for a criminal offence, dangerous activities or self-harm;
- 18.\* any content that is deliberately designed to provoke or antagonise people, especially trolling, or is intended to harass, scare, distress, embarrass or upset people;
- 19.\* any content that contains a threat of any kind, including threats of physical violence;
- 20.\* any content that is racist or discriminatory, including discrimination on the basis of someone's race, religion, age, gender, disability or sexuality;
- 21.\* any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; or

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms, or otherwise harmful to the Services or our users.

# **Rights and Terms for Apps**

Rights in App Granted by Swift Asset Movement LLC

Subject to your compliance with these Terms, Swift Asset Movement LLC grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Swift Asset Movement LLC reserves all rights in and to the App not expressly granted to you under these Terms.

Additional Terms for App Store Apps

If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (i) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from any app store or distribution platform (like the Apple Store, Google Play or the Amazon Appstore) (each, an "App Provider"), then you acknowledge and agree that:

- 1. \* These Terms are concluded between you and Swift Asset Movement LLC, and not with App Provider, and that, as between Swift Asset Movement LLC and the App Provider, Swift Asset Movement LLC, is solely responsible for the App.
- 2. \* App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- 3. \* App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 4. \* In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Swift Asset Movement LLC will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- 5. \* You must also comply with all applicable third-party terms of service when using the App.
- 6. \* You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

# **General Prohibitions and Swift Asset Movement LLC's Enforcement Rights**

You agree not to do any of the following:

1. \* Use, display, mirror or frame the Services or any individual element within the Services, Swift Asset Movement LLC's name, any Swift Asset Movement

- LLC trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Swift Asset Movement LLC's express written consent;
- 2. \* Access, tamper with, or use non-public areas of the Services, Swift Asset Movement LLC's computer systems, or the technical delivery systems of Swift Asset Movement LLC's providers;
- 3. \* Attempt to probe, scan or test the vulnerability of any Swift Asset Movement LLC system or network or breach any security or authentication measures;
- 4. \* Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Swift Asset Movement LLC or any of Swift Asset Movement LLC's providers or any other third party (including another user) to protect the Services or Content;
- 5. \* Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Swift Asset Movement LLC or other generally available third-party web browsers;
- 6. \* Use any meta tags or other hidden text or metadata utilizing a Swift Asset Movement LLC trademark, logo URL or product name without Swift Asset Movement LLC's express written consent;
- 7. \* Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- 8. \* Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
- 9. \* Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- 10.\* Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- 11.\* Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- 12.\* Impersonate or misrepresent your affiliation with any person or entity;
- 13.\* Violate any applicable law or regulation; or
- 14.\* Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We have the right to investigate violations of these

Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

### **Account Registration and Security.**

You understand that you may need to create an account to have access to all of the parts of the App. You will: (a) provide true, accurate, current and complete information about yourself as prompted by the App's registration or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Swift Asset Movement LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Swift Asset Movement LLC has the right to suspend or terminate your account and refuse any and all current or future use of the App (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the App using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the App. We have the right to provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able to access your account so you should take reasonable steps to protect this information.

# **Accuracy of Information.**

We attempt to ensure that information on the App is complete, accurate and current. Despite our efforts, the information on the App may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currency of any information on the App and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such Content. Through your use of the App and Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of

dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our App and Services, you assume all associated risks.

### **Indemnification**

Upon a request by Swift Asset Movement LLC, you agree to defend, indemnify and hold harmless Swift Asset Movement LLC and its affiliates, directors, officers, employees and agents against any claims, demands, actions, damages or other liabilities, including expenses and attorney's fees, that arise from your use of this Web site or App. Swift Asset Movement LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Swift Asset Movement LLC in asserting any available defenses.

# **Disclaimer of Warranty**

THIS WEB SITE OR APP AND THE CONTENT ARE PROVIDED "AS IS."Swift Asset Movement LLC, ITS AFFILIATES, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SPECIFICALLY, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SECURITY OF THE WEB SITE OR APP OR ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, SUITABILITY OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, TOOLS, LINKS, OR OTHER COMMUNICATIONS PROVIDED IN OR THROUGH THE USE OF THIS WEB SITE OR APP, OR ANY SITE OR SITES "LINKED" TO EITHER. WE MAKE NO WARRANTY THAT THIS WEB SITE OR APP WILL BE AVAILABLE, UNINTERRUPTED, ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS,

OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THIS WEB SITE OR APP OR THE CONTENT, OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY OR DEFECT IN OPERATION OR TRANSMISSION, VIRUS, LINE SYSTEM FAILURE, OR LOSS OF USE RELATED TO THIS WEB SITE OR APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THIS WEB SITE, APP, OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE WEB SITE OR APP.

# **Dispute Resolution**

### Dispute Resolution

If you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association. Review this section carefully. This arbitration provision limits your and Our ability to litigate claims in court and you and Swift Asset Movement LLC each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Us in any state or federal court. You agree that if you do sue Us in state or federal court, and We bring a successful motion to compel arbitration, you must pay all fees and costs incurred by Us in court, including reasonable attorney's fees.

#### **Arbitration Rules**

arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb\_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

#### **Arbitration Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at

http://www.adr.org/aaa/ShowPDF?doc=ADRSTG\_015822.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

#### Arbitration Location and Procedure

The arbitration will be conducted in Miami-Dade county. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Swift Asset Movement LLC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

#### Class or Collective Action Waiver

You agree that you will not file a class action or collective action against Us, and that you will not participate in a class action or collective action against Us. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in these Terms of Use, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court. Under no circumstances do you or We agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

We agree that We will not file a class or collective action against you, and that We will not participate in a class or collective action against you, for any disagreement arising out of, connected to, or in any way related to these Terms of Use. We agree that We will submit all disputes with you to arbitration before the Arbitrator.

# **Links to Other Web sites or Applications**

for the content, practices or standards of third party sites. Inclusion of any third party link does not imply a recommendation or endorsement by Us. We are not responsible for and will not have any liability for any damages or injuries of any kind arising in connection with the content of linked third party sites, sites framed within Our Web sites or Apps, or third-party advertisements. We do not make any representations regarding the content or accuracy of third-party sites. Your use of third-party sites is at your own risk and subject to the terms and conditions of use for such sites.

# **Advertising Rights.**

Swift Asset Movement LLC reserves the right to sell, license and/or display any advertising, attribution, links, promotional and/or distribution rights in connection with the App, and Swift Asset Movement LLC and its licensors or affiliates will be entitled to retain any and all revenue generated from any sales or licenses of such advertising, attribution, links, or promotional or distribution rights. Nothing in these terms obligates or may be deemed to obligate Swift Asset Movement LLC to sell, license or offer to sell or license any advertising, promotion or distribution rights.

### **Transactional Partners.**

In some cases we partner with another organization to co-promote their services within our App. In these cases, you are transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their terms of service are posted. When using these partner pages, you are bound by partner terms of service in addition to remaining bound by these Swift Asset Movement LLC Terms of Service. When there is a conflict between these Terms of Service and the partner's terms of service, their terms of service will prevail.

### **Use in the United States**

The information on Web sites and Apps is intended for use only by U.S. residents only. Other countries may have laws and regulatory requirements that differ from those in the United States and may require different or additional information. By using a Web site or App, you hereby agree that any and all information collected through the Web site or App will be transferred to the United States for processing.

# **Operability of Mobile App**

We do not warrant that the App will be compatible or interoperable with your mobile device or any hardware, software, equipment or device installed on your mobile device or used by you to access and use the mobile application in connection with your mobile device ("Accessories"). You acknowledge that compatibility and interoperability problems: (a) may cause the performance of the App, your mobile device and any Accessories to diminish or fail completely; (b) may result in permanent damage to your mobile device and any Accessories; (c) may result in a loss of data on your mobile device or Accessories; or (d) may result in the corruption of software and files located on your mobile device and any Accessories. You acknowledge and agree that Swift Asset Movement LLC shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

### **Other Terms and Conditions**

If any provision of this Agreement is unlawful, void or unenforceable, you agree that the provision will be enforced to the maximum extent permissible and the remaining provisions contained in this Agreement shall continue in full force and effect.

### **Force Majeure**

Neither Swift Asset Movement LLC nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts;

inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

### General

Any claim relating to, and the use of, this App and the materials contained herein is governed by the laws of the State of Florida. You consent to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida. A printed version of these Terms of Service will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally