

Swapsicle

Website Terms of Use

Who we are and how to contact us

swapsicle.io is a website operated by Swapsicle Foundation ("We"). We are registered in Saint Kitts and Nevis under company number TBC and have our registered office at TBC. Our main trading address is TBC.

To contact us, please email tom@swapsicle.io.

By using our website you accept these terms

By using our website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our website. We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

Our Privacy Policy (See privacy policy on website). Also applies to your use of our website.

If you purchase goods or services from our website, then these will be subject to the relevant agreements and / or terms as provided in relation to those goods or services.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our website

We may update and change our website from time to time to reflect changes to our products, our users' needs and our business priorities.

We may suspend or withdraw our website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, for example by placing a notification on our website.

You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always give you reasonable notice if this happens, for example by placing a notification on our website.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at tom@swapsicle.io.

How you may use material on our website

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our website or any services provided via, or in relation to, our website. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the website or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on this website

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

We are not responsible for websites we link to

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the content of those websites or resources.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on tom@swapsicle.io.

Our responsibility for loss or damage suffered by you

Nothing in these Terms shall limit or exclude our liability for fraud, fraudulent misrepresentation, death or personal injury, or any other liability to the extent that it may not be limited or excluded by Applicable Law.

We are not liable for any loss as a result and / or consequence of your breach these Terms; us exercising any of our rights under these Terms; unforeseeable events and / or events outside our reasonable control; and / or any other matter which we state we are not responsible for, do not guarantee, and otherwise in relation to which we have excluded liability under these Terms.

We are in no event liable for any losses other than those caused directly and reasonably foreseeably by our gross negligence (and in no event shall we be liable to for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses).

Our total liability for losses of whatever nature shall not exceed the total fee paid by you to us during the year preceding the date on which the loss was incurred.

To the extent that we may be deemed under any Applicable Law to owe you any fiduciary duties or to be in a fiduciary relationship, we explicitly exclude and reject any such duties or relationship to the extent permitted by Applicable Law.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

How we may use your personal information

We will only use your personal information as set out in our (See privacy policy on website).

Rules about linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy (see Schedule 1 below) and by linking to our website you confirm that this is the case.

If you wish to link to or make any use of content on our website other than that set out above, please contact us.

Which country's laws apply to any disputes?

If you are a consumer these terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of England and Wales and the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with them. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms affects your rights as a consumer to rely on such mandatory provisions of local law.

If you are a business user these terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including in relation to any non-contractual obligations).

Our trade marks are registered

["TRADE MARK 1"] and ["TRADE MARK 2"] are [UK registered] trade marks of the Swapsicle Foundation. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under *How you may use material on our website* [INSERT AS LINK].

SCHEDULE 1: ACCEPTABLE USE POLICY

This acceptable use policy sets out the content standards that apply when you link to our website or interact with our website in any other way,

Prohibited uses

You may not interact our website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In connection with terrorist content.

You also agree:

- Not to access without authority, interfere with, damage or disrupt:
- any part of our website;
- any equipment or network on which our website is stored;
- any software used in the provision of our website; or
- any equipment or network or software owned or used by any third party.
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Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Swapsicle Website Terms of Use upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

How this contract can be transferred

We can transfer our rights and obligations under these terms to any third party, provided this does not adversely affect your rights under these terms.