

SwervePay Website Terms of Use

Last Modified: April 8, 2018

Acceptance of the Terms of Use

These terms of use are entered into by and between You and SwervePay, LLC (“Company”, “we” or “us”). Any references to the “Company,” “we” or “us” also includes any subsidiary of the Company if applicable to such subsidiary, including but not limited to SwervePay Health, LLC and SwervePay Auto, LLC. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of www.swervepay.com (U.S.) and any other website hereafter established by the Company (each, an “Applicable Site”), including any content, functionality and services offered on or through either of the Applicable Sites (together, the “Website”).

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.swervepay.com incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States. By using this Website, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Website. The Company disclaims all liability for your failure to comply with these Terms of Use.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You agree that all information you provide through this Website, including but not limited to, the use of any contact form, free text field, or other available interactive features on the Website (if any, now or hereafter added) is governed by our Privacy Policy found at www.swervepay.com and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your individual use only, or the use of the organization of which you are a representative. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

Should we provide social media features with certain content, you may take such actions as are enabled to such features. You must not:

Modify copies of any materials from the Website.

Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, except when linking to such content on or from another website. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

You must not access or use any part of the Website or any services or materials available through the Website for your individual profit or gain, or that of any organization you represent except in connection with utilization of the services made available to you by the Company to you from time to time.

If you print, copy, modify, download or otherwise use the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made, subject to the right to retain copies in electronic format for archival purposes only and not for commercial use. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, Company logo and all related names, logos, product and service names, designs and slogans are trademarks or intellectual property of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of

the Company or the applicable owner.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or Canada).

For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is

stored, or any server, computer or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information

The information presented on or through the Website is made available solely for general information and educational purposes. We always strive to provide useful and current information. The Company is subject to Payment Card Industry Data Security Standards ("PCI-DSS") compliance. While we may use the Website to provide certain information in compliance with the requirements of such standards, the Company does not warrant or represent that the information provided is accurate, current, or complete at any particular time. Furthermore, the Company does not warrant or represent that use of any information or content provided on the Website will ensure compliance with any law or regulation, or provide other legal protections to you, your organization or any other visitor to the Website. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from your reliance placed on such materials, including, without limitation, PCI-DSS compliance.

Third Party Websites or Content; Links to Third Party Websites

This Website may include content provided by third parties. All statements and/or opinions expressed in these materials and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. Links to other websites and resources provided by third parties, if any, are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so subject to the terms and conditions of use for such websites, and at your own risk.

Changes to the Website

We may update the content on this Website from time to time, but such content is not necessarily complete or up-to-date at any particular time. The Company does not warrant or represent such information is current and is under no duty or obligation to do so.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy, found at www.swevepay.com. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Geographic Restrictions

We provide this Website for use only by persons located in the United States and Canada. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States and Canada. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States or Canada, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Cooperation with Law Enforcement

We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the

identity or other information of anyone providing any information to or through the Website. YOU WAIVE AND HOLD THE COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Governing Law

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois, United States without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois, United States or any other jurisdiction).

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and SwervePay with respect to the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This Website is operated by SwervePay, LLC attn.: www.swervepay.com.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: 888-875-4782.