

Swipes Workspace Terms of Service

We, Swipes Incorporated, 3333 Coyote Hill Road, Palo Alto, CA 94304 USA (hereinafter "Swipes" and "we"), have developed the application "Swipes Workspace" which consists of a desktop, mobile, web, and tablet apps. The Swipes Workspace can be downloaded at domains from <http://swipesapp.com>.

IMPORTANT: BY CREATING AN ACCOUNT OR BY UTILIZING THE SWIPES WORKSPACE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Please review these Terms and Conditions carefully before using our services.

The Swipes Workspace is a teamwork tool that enables people to work together on goals, communicate about their progress and complete projects. (collectively, the "Service") The Service is global. Your use of the Service is subject to this Terms of Service and the Swipes Workspace [Privacy Policy](#) (collectively, the "Terms of Service" or "Agreement"). These Terms of Service are a legal agreement between You and Swipes, a Delaware Corporation, for use of the Swipes Workspace service. "You" refers to any individual who creates an account on the Service, or, if the Service is being used on behalf of an entity by an individual authorized to agree to such terms on behalf of such entity, then "You" refers to such entity. If you're using our Service on behalf of an organization or entity ("Organization"), then you are agreeing to these Terms on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, "you" and "your" refers to that Organization.

The Service offers a 14-day free trial. If you become a paid subscriber to the Service, then your use of the Service will be governed by the BILLING/PAYMENT TERMS set in this Terms of Service.

If You do not agree with the terms of this Agreement, do not use the Service.

If you have any questions or concerns about the terms of service of the Swipes Workspace, you are welcome to write to us at help@swipesapp.com.

THE SERVICE AND YOUR CONTENT

The Service allows you to create milestones, goals and associated information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service (together the "Content") and share that content with others. You retain

ownership of your Content, but by uploading it onto the Service, you are granting us a license to use, copy, reproduce, process, adapt, publish, transmit, host and display that Content for the purpose of (i) providing you the Service and associated support; and (ii) analyzing and improving the operation of the Service.

You may use the Service to create, update, share, and publish information, data, text, messages or other materials ("User Content"). For the purposes of these Terms of Service, "Content" also includes all User Content. You shall not exploit, sell, license or rent any "Content" or "User Content" for commercial use or in any way that violates any third party right.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Agreement. You also understand and agree that the service may include certain communications from Swipes, such as service announcements, administrative messages, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them. Swipes may at its sole discretion modify the features of the Service from time to time without prior notice.

YOUR OBLIGATIONS

- You must provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. We assume no duty to verify such information. If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information 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 Service (or any portion thereof).
- You are responsible for safeguarding the password and for all activities that occur under your account. You should notify Swipes immediately if you become aware of any breach of security or unauthorized use of your account.
- You may never use another user's account without permission.
- You will not remove, deface or obscure any of Swipes' or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.
- Our Service is not intended for use by persons under the age of 13. By using the Service you are representing to us that you are over the age of 13.

YOUR USE

As part of the Service, we provide downloadable client software (the “Software”) for your use in connection with the Service. This Software may update automatically and if such Software is designed for use on a specific mobile or desktop operating system, then a compatible system is required for use. So long as you comply with these Terms, we grant you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service; provided, however, that this license does not constitute a sale of the Software or any copy thereof, and as between Swipes and You, Swipes retains all right, title and interest in the Software.

You agree that you will not:

- (a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (b) interfere with or disrupt our Service or networks connected to our website or through the use of our Service, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Service, or otherwise interfere with our Service in any way, including through the use of JavaScript, ActiveX or other coding;
- (c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
- (d) copy, reproduce, alter, modify, or publicly display any information displayed on the Service (except for Your User Content), or create derivative works from our website (other than from Your User Content), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Swipes or any other third party, except with the prior written consent of Swipes or the appropriate third party.

BILLING/PAYMENT TERMS

FREE TRIAL

You have 14 days of free trial, starting on the date when the first person from your team signs up/registers the company for an account. One credit card is required per team and this credit card is charged. If you are the team owner and/or admin you can manage Billing from within the Swipes Workspace.

BILLING DATA

If you remain as a user after the 14-day free trial for the team and you are the team admin/owner, you must provide current, complete and accurate Billing data. You must promptly update all Billing data to keep your Account and everyone on the team's accounts current, complete and accurate (such as a change in billing address, credit card number or credit card expiration date) and you must promptly notify Swipes if your payment method is

changed (for example, expired date, loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your name or password. If you fail to provide any of the foregoing information, you agree that Swipes may continue charging you for any use of the Service under your Billing unless you have terminated your and your team's account as set forth herein. To terminate your account, notify us promptly on help@swipesapp.com and the Service and any further charges will be discontinued.

MONTHLY AND YEARLY SUBSCRIPTIONS

We automatically bill the admin of the team on the date when the free trial expires. We will bill the admin for each team member, registered in the Swipes Workspace, on a monthly basis until cancellation. We'll charge tax when required to do so. Credit cards are the only payment mechanism Swipes will accept for payment of a monthly or yearly subscription fee ("Subscription Fee"). All currency references are in U.S. dollars. The use of the Service can be paid for as either a monthly Subscription Fee or a yearly Subscription Fee.

If you are the team admin/owner, you can select to pay a monthly or a yearly Subscription fee and you will be charged for every person on the team. If you select the monthly fee, the credit card that you provide as part of the Billing will be automatically and immediately billed on the date when your team's free trial expires and on the same date every month after. You agree that Swipes may charge to your credit card all amounts due.

If you select the yearly fee, the credit card that you provide as part of the Billing will be automatically and immediately billed on the date when your team's free trial expires. If you see any faulty charges, please notify us immediately on help@swipesapp.com.

MONEY-BACK GUARANTEE

As long as your Account remains active and in good standing, the team admin will be charged the Subscription Fee even if you never use the Service. However, we are committed to delivering a high-quality Service, thus if you no longer use the Service, you can deactivate your account at any time of the month and if you are canceling the account due to a poor performance of the Service, please let us know and we will refund the last payment for your Account in full.

DOWNGRADES

Your account will remain in effect until it's canceled or terminated under these Terms. If the admin of the team does not pay for the Service on time, we reserve the right to limit your access to your account and the Service.

MODIFICATION OF THE SERVICE

The Service may be modified from time to time, often without prior notice to you. Your continued use of the Service constitutes your acceptance of such modifications. If you are

not satisfied with a modification we make to the Service, your sole remedy is to terminate your use of the Service.

PROPRIETARY/INTELLECTUAL PROPERTY RIGHTS

All Swipes products, services, and content, as well as specific features, functionality and branding, are owned by Swipes Incorporated and are protected by international copyright and intellectual property laws.

Swipes and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service.

SECURITY

To ensure the secure transfer of your data when synchronizing and backing-up, we are using the trusted infrastructure of Microsoft Azure. You can read further on their security processes for Security and Compliance on the Microsoft Azure Security Center.

Sensitive and private data exchange between the desktop, mobile, web, and tablet apps and users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

COPYRIGHT

We respect the intellectual property rights of others and we expect our users to do the same. Please, let us know if you notice, any alleged copyright infringement in compliance with the Digital Millennium Copyright Act of 1998 (“DMCA”).

NOTICES

We may provide you with legal notices and notices related to your account via email using the email address associated with your account. We may provide you with other marketing or business-related information, including information about Service updates or changes.

TERMINATION

You may stop using the Service at any time. To terminate your account, notify us promptly on help@swipesapp.com and the Service and any further charges will be discontinued.

Additionally, we reserve the right to suspend or end your Service at any time at our discretion and without notice. This includes the right to suspend or terminate your use of the Service if you don't comply with these Terms, or if you use the Service in a way that

would cause us legal liability, disrupt the Service or negatively affect others' use of the Service. In the event of suspension or termination, your Account will be disabled and you may not be granted access to your Account or any files or other Content (including your User Content) contained in your Account, and Swipes may delete your User Content, although residual copies of information may remain in our system for some time for back-up purposes.

LINKS TO THIRD PARTY SERVICES

Our website, mobile and web apps may contain links to third-party sites that are not owned or controlled by Swipes. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

Swipes reserves the right to alter the Terms and Conditions at any time. You can refer to the date at the bottom of this page to see when the last version of the document was released. We encourage users to frequently check this page for any changes. You do acknowledge and agree that it is your responsibility to review the Terms and Conditions page periodically and become aware of modifications.

GOVERNING LAW AND INTERNATIONAL USE

These Terms will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable User Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

U.S. residents may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. This mandatory arbitration disallows any class arbitrations, class actions, any consolidation with other arbitrations, as well as private attorney general actions.

DATA TRANSFER

In connection with providing you the Service Swipes may transfer, store and process your Content in the U.S. or in any other country in which Swipes or its agents maintain facilities. By using the Service you consent to this transfer, processing and storage of your Content.

ASSIGNMENT

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you will be null and void.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Swipes and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your use of and access to the Service or the Software, or from or in connection with any Content uploaded to the Service through your account by a third party using your account with your knowledge or consent.

LIMITATION OF LIABILITY AND DEFECTS

In no event shall Swipes, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS AVAILABLE "AS IS". YOU EXPRESSLY UNDERSTAND AND AGREE THAT: WHEN PERMITTED BY LAW, SWIPES AND ITS SERVICE PARTNERS, LICENSORS, EMPLOYEES, AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES.

YOUR USE AND/OR PURCHASE OF SERVICE ARE ALL AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS.

SWIPES DOES NOT WARRANT THAT:

- (a). THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS AT ALL TIMES;
- (b). THE SERVICE WILL BE ERROR-FREE AND ALL ERRORS IN THE SERVICE WILL BE CORRECTED;
- (c). THE SERVICE WILL BE UNINTERRUPTED.

ALL CONTENT DOWNLOADED, UPLOADED AND/OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER EQUIPMENT OR DEVICES, INCLUDING BUT NOT LIMITED TO, LAPTOP COMPUTERS, DESKTOP COMPUTER, TABLETS, SMARTPHONES AND SMARTWATCHES, OR ANY DATA LOSS RESULTING FROM DOWNLOAD OR USE OF ANY SUCH ABOVE-MENTIONED MATERIAL.

MODIFICATIONS OF THESE TERMS

These Terms may be revised from time to time, and the latest version will always be available on our website. You agree to be bound by the revised Terms by continuing to use or access the Services after the revisions come into effect.

YOUR ACCEPTANCE OF THESE TERMS

Please note that by accessing or using the Service and any Swipes related product or services in any manner, including, but not limited to, visiting and browsing the Swipes website, downloading and using the Swipes Workspace apps, you agree to be bound by these Terms and Conditions, as well as our [Privacy Policy](#).

All correspondence to Swipes under this Agreement must be sent to the following electronic mail address for such purpose: help@swipesapp.com

Or the following physical address:

*Swipes Incorporated
3333 Coyote Hill Road
Palo Alto, CA 94304 USA*

This document was last updated on Oct 17, 2017.

Swipes Workspace Privacy Policy

Here at Swipes Incorporated (hereinafter "Swipes" and "we"), we take your privacy and right to confidentiality of data very seriously. When we say, "you" or "your" we're referring to you, your team, company or persons that have registered with us to use the Swipes Workspace. Your data is collected and used in accordance with the relevant provisions of the American data protection legislation.

In this Privacy Policy, we will inform you about the type of data we collect and the purposes for which it will be used. This policy concerns information disclosed by users on any domain under the Swipes' website (<http://swipesapp.com>), the desktop, mobile, tablet and web applications for the teamwork tool, Swipes Workspace (collectively, the "Service").

CONTROLLER

The Service is global. By accessing and using the Service, you consent to the processing of your data in the United States as the Service is operated from the United States. Your data is protected by the laws of United States of America. If you have any questions or concerns about data protection, you are welcome to contact us by email at help@swipesapp.com or mail us at:

Swipes Incorporated
3333 Coyote Hill Road
Palo Alto, CA 94304 USA

SUBJECT OF DATA PROTECTION

The subject of data protection is personal and non-personal identification information. We may collect personal details such as your name, company name and email address, as well as usage data of the Service. The gathered data will be used for, but not limited to subscription to the Service, the company newsletter, registration to the desktop, mobile, tablet and web applications or distribution of surveys regarding our products and services. We will ask you for your email address, but the submission of data is voluntary. You may always refuse to submit personal identification information however, that may prevent you from engaging in certain website and/or app related activities and features.

AUTOMATICALLY COLLECTED DATA

For statistical purposes and product analysis, we may also collect non-personal identification information about your interaction with our website and the Service. The internet browser automatically transmits information about your IP (Internet Protocol)

address, IMEI number, location, usage analytics, type of browser and version, language, cookies, session records and the time and date you accessed the Service. This data is stored separately from personal data. We may also collect data regarding the usage of the app, such as the number of times you have used the app, the number of times you have used certain features, the date you signed up for the service, etc. App Store and Google Play Store automatically transmit to app developers information such as, but not limited to, device type, language used and operational system.

DATA ENTERED BY YOU

We collect personally identifiable information, such as your name, name of the company you work for and email address, when you sign up for an account on the Swipes Workspace. You may also provide us with optional information such as a photograph, a bio or a role in the company. Your name, email address and any optional profile information that you elect to associate with your account is referred to herein as your "Profile Information."

The use of the Service is paid, unless you have been offered by us in a written form a free trial or a free access for a defined period of time. Organizations and individuals who engage in financial transactions to purchase the Service are asked to provide additional information, such as the personal and financial information required to process those transactions. In each case, we only collect as much information as is necessary or appropriate given the type of interaction.

We use your "Profile Information" as a contact reference. We send to you activity emails about your or your team's activity in the Service, Swipes tips and news around each product update or on other important events. You may unsubscribe from receiving emails at any point in time. If you are an admin to your account, you cannot unsubscribe from company-critical emails that concern your team's continuous access to the Service and the billing terms.

In the process of answering a support request from you and/ or supporting the Service, we or our agents (such as vendors or contractors, who are only processing such information for us or at our direction) may discover personally identifiable information associated with your account. The only personally identifiable information we may discover during the support process without your consent includes your name, email address and the names of any organizations to which you belong. Any further information will not be discovered without your consent.

The data you enter in the Service to benefit from the Service - goal management, note taking, file storage, project tracking, team communication and other activities, is constantly backed up to the Cloud, as long as there is an internet connection on your device. This allows you to access the Service on all our desktop, mobile, tablet and web applications. If

there is no internet coverage at the time of making any content change in the Service, the change will be synchronized once an internet connection becomes available.

When you use the Services, we also collect potentially personally identifiable information in the form of Internet Protocol (IP) addresses and the unique identification number associated with the account. We don't use that information to identify you, with one exception: we may discover, by reviewing log files, that a particular account is using the Service in a way that is degrading the experience for all the Service users. If this is discovered, we may look up personally identifiable information associated with that account in order to contact the account owner.

DATA YOU GIVE TO OTHER PEOPLE

This Policy only applies to data collected by Swipes. It does not apply to the practices of companies that we don't own or control, or employees that we don't manage.

CONTENT TO OTHER WEB SITES

We are not responsible for the practices employed by websites linked to from within the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy is no longer in effect and your activities on that third party website are subject to such third party website's own rules and policies.

TRANSFER OF DATA

Your data will not be transferred to third parties without asking for your consent in advance. Data transfer to third parties without informing you beforehand can occur in the following exceptional cases as explained below:

- In the case of legal investigation of Swipes Incorporated, personal data will be transferred to the criminal investigation authorities and, if appropriate, to injured third parties. We will only do this if there are concrete indications of illegal and/or abusive behavior. We will use it to protect against harm to the rights, property or safety of Swipes, our users or the public as required or permitted by law;
- We also depend on the use of external service providers to supply us with services for processing and/or storing data, customer service, advertising, and processing payments. In these cases, information is transferred to the suppliers to enable the services. However, we select the providers carefully by making sure that your privacy is preserved. We also work with vendors and consultants who are engaged by or working with us in connection with the operation of the Service we provide and who need access to such information to carry out their work for us;

- Swipes Incorporated may go through a change of legal form. We may also form, sell or buy subsidiaries, divisions or parts of the company. In such transactions, the user information, together with the part of the company to be transferred, will be passed on;

These processes will be done in accordance with this Privacy Policy and the relevant data protection laws.

SWIPES WORKSPACE DATA ANALYSIS

STATISTICAL DATA

When using Swipes, we gather some non-personally identifiable information related to the usability of the app and device identification. We use this information to improve your experience with the Swipes Workspace and we focus on matters such as feature usability, user behavior, bug identification and resolution.

GOOGLE ANALYTICS

We use Google Analytics, owned by Google Inc., as a web analysis tool. This platform uses "cookies" in the form of text files stored on your computer, which give a representation of your usage of the Service. All the information gathered by the "cookie" is transferred and stored in a Google server in the USA. The stored information will be used by Google to provide detailed reports and analysis to Swipes. In some rare cases, Google might transmit this information to third parties if prescribed by law or if the third party will process the information on behalf of Google.

CHILDREN'S PRIVACY

Our Service is not intended for use by persons under the age of 13. Swipes does not knowingly or specifically collect information about children under the age of 13 and believes that minors should get their parents' consent before giving out any personal information. If there is any case of a child disclosing personal information, we expect the parents or guardians to contact us and request its deletion or removal.

CHANGES IN YOUR DATA

If you want to delete your account, please inform us at help@swipesapp.com. We will be grateful to hear your reasons for your account cancellation so that we can improve the Service.

HOW WE PROTECT YOUR INFORMATION

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our servers.

To ensure the secure transfer of your data when synchronizing and backing up, we're using the trusted infrastructure of Microsoft Azure. You can read further on their security processes for Security and Compliance on the Microsoft Azure Security Center.

Sensitive and private data exchange between the website, mobile apps or the web app and users happens over an SSL secured communication channel and is encrypted and protected with digital signatures.

CHANGES TO THIS PRIVACY POLICY

Swipes reserves the right to alter the Privacy Policy at any time. You can refer to the date at the bottom of this page to see when the last version of the document was released. We encourage users to frequently check this page for any changes. By using our website - <http://swipesapp.com> and the Swipes Workspace products, you acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of any modifications.

YOUR ACCEPTANCE OF THESE TERMS

By using our website - <http://swipesapp.com> and the Swipes Workspace products, you signify your acceptance of this Privacy Policy, as well as our [Terms of Service](#). If you do not agree to these policies, please do not use our products and services.

This document was last updated on Oct 17, 2017.