



# WEBSITE TERMS OF USE

This Terms of Use Agreement ("Agreement") sets forth the standards of use of this web site. By using this web site you (the "Social Promoter®") agree to these terms and conditions. If you do not agree to the terms and conditions of this Agreement, you should immediately cease all usage of this web site. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted at this web site. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

## 1. Description of Service

Our web site is providing the Social Promoter® and Customer with product and business information. The Social Promoter® and Customer must provide (1) all equipment necessary for their own Internet connection, including computer and modem; (2) provide for Social Promoter® and Customer access to the Internet, and (3) pay any fees related with such connection.

## 2. Disclaimer of Warranties

The site is provided by SWYCH on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law we makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. We shall have no liability for any interruptions in the use of this Web site and disclaim all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and noninfringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion is inapplicable if you live in such a jurisdiction.

## 3. Limitation of Liability

SWYCH SHALL NOT be liable for any damages whatsoever, and in particular shall not be liable for any special, indirect,

consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if we have been advised of the possibility of such damages.

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SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT BE APPLICABLE.

## 4. Indemnification

The Social Promoter®/Customer agrees to indemnify and hold SWYCH, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of their use of the Service, the violation of this Agreement, or infringement by Social Promoter®/Customer, or other user of the Service using Social Promoter®/Customer's computer, of any intellectual property or any other right of any person or entity.

## 5. Modifications and Interruption to Service

We reserve the right to modify or discontinue the Service with or without notice to the Social Promoter®/Customer. SWYCH shall not be liable to Social Promoter®/Customer or any third party should we exercise its right to modify or discontinue the Service. Social Promoter®/Customer acknowledges and accepts that we do not guarantee continuous, uninterrupted or secure access to our web site and operation of our web site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## 6. Third-Party Sites

Our web site may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Social Promoters®/Customers to review said privacy policies of third- parties' sites.

## 7. Disclaimer Regarding Accuracy of Product and Vendor Information

Product specifications and other information have either been provided by SWYCH Vendors or collected from publicly available sources. While we make every effort to ensure that the information on this web site is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this web site.

Other than what is contained in the SWYCH Policies and Procedures, SWYCH makes no warranties or representations whatsoever with regard to any product provided or offered by SWYCH through its Vendors, and you acknowledge that any reliance on representations and warranties other than those described above shall be at your own risk.

## 8. Governing Jurisdiction of the Courts of Florida

Our web site is operated and provided in the State of Florida. As such, we are subject to the laws of the State of Florida, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our web site or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the laws of the State of Florida.

## 9. Compliance with Laws

Social Promoter®/Customer assumes all knowledge of applicable law and is responsible for compliance with any such laws. Social Promoter®/Customer may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Social Promoter®/Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, SWYCH designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

Please use the contact information found in the footer of this web site.

## 12. Botnets

SWYCH retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. By definition, a botnet is a collection of compromised computers connected to the Internet, termed bots, which are used for malicious purposes. When a computer becomes compromised, it becomes a part of a botnet. Botnets are controlled via protocols such as IRC and http. If any hostnames are used as command and control points for botnets, we reserve the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

## 13. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by SWYCH, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Social Promoter®/Customer. Social Promoter®/Customer agrees that by accepting this Terms of Use Agreement, Social Promoter®/Customer is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

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