

Welcome to Swipetask!

These are the terms and conditions for your access to and use of Swipetask. By using Swipetask, you indicate that you have read, understood, agreed to and will comply with these terms and conditions.

Do not use the Swipetask application if you disagree with any of these terms and conditions.

1. Definitions

No	Term	Definition
1	we, our, us	Swipetask Pte Ltd, a company incorporated in Singapore with its registered office at 151 Chin Swee Road, #07-12 Manhattan House Singapore 169876 (Singapore company registration number UEN: 201501069M)
2	Customer, you, your	The person or entity that is the subscriber to this Swipetask Subscription
3	Application	The Swipetask application
4	Information	All data that you provide us and that we collect from your use of the Services, your software, and your devices
5	Services	Swipetask apps (web, iOS and Android applications), application programming Interfaces (APIs), Swipetask content, and various third party services that are integral parts of Swipetask from time to time
6	Service Subscription	A service agreement with Swipetask
7	Swipetask	Swipetask websites, apps and services singly or collectively, as applicable in context
8	Terms	These terms and conditions, which include the Swipetask Privacy Policy (https://www.swipetask.com/underpages-level-1/privacy-policy)
9	Use	You use Swipetask when you, for example, register for a Swipetask Account, download the Application or any Application upgrade; use the Application on your mobile device; or enter into a Service Subscription
10	Website	www.swipetask.com including all subdomains and sites associated with these domains, and other websites that Swipetask operates now and may in future

2. Subscriber

2.1 If the subscriber to this Service Subscription is a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and are the corporate administrator of the subscriber.

3. Modification

3.1 We may change these Terms or modify Swipetask at any time. Your continued use of the Swipetask Service constitutes your acceptance of such changed Terms or modified Swipetask.

3.2 We may modify, upgrade or update the Services at any time in our discretion provided that we will not materially reduce or lessen the functionality of the Services during your subscription term unless doing so is required to avoid a violation of applicable laws or regulations in our reasonable discretion.

3.3 You are solely responsible for all content you provide and for your activities on Swipetask.

3.4 You will use Swipetask in compliance with all applicable laws, rules, and regulations.

3.5 You will not use Swipetask to solicit the performance of any activity which infringes our rights or the rights of others.

3.6 You will not use Swipetask to upload, transmit, or otherwise distribute any content that is objectionable as solely determined by us, including but not limited to content that is illegal, scandalous, pornographic, political.

3.7 If you breach any of clauses 3.2 to 3.5, we may summarily terminate your account and Service Subscription, whereupon the entire Service Subscription fee will become immediately due and payable. We may also report your objectionable conduct to the authorities.

4. Intellectual Property

4.1 We own all the intellectual property in Swipetask and our Services. We grant you a non-exclusive, non-transferable, revocable, limited license to use Swipetask for the duration of the Service Subscription. You use Swipetask at your own risk.

4.2 You will not copy, reproduce, alter, modify, resell, mirror, or create derivative works of Swipetask, our Services, or our content on Swipetask without our prior written permission, which permission we may withhold at our sole discretion.

4.3 You will grant us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into Swipetask or otherwise use any suggestions, enhancement requests, recommendations or other feedback that we receive from you or your agents.

4.4 Passwords and Accounts

You are responsible for any account that you have access to. You will keep your account name and password confidential. You will notify us immediately of any unauthorized use of your account(s). We are not responsible for any losses due to stolen or hacked passwords.

You will not represent that you are any other individual or entity unless such individual or entity has given you written permission to act on their behalf.

5. Third Party Products and Hardware

Swipetask's suppliers may provide limited warranties for any hardware/third party products supplied ("Goods"). Swipetask itself makes no warranty on the Goods to you.

You must ensure that any Goods purchased hereunder are fit and sufficient for their intended use. You must determine the appropriateness of the Goods with respect to your application. You will not use the Goods for a product or service involving serious risk to life or property without ensuring that the product or service as a whole has been designed to address the risks, and that the Goods are properly rated and installed for the intended use within the overall product or service.

Swipetask makes no representations or warranty with respect to any third party Goods, including but not limited to any:

- (i) warranty of merchantability;
- (ii) warranty of fitness for a particular purpose;
- (iii) warranty of title;
- (iv) warranty against infringement of intellectual property rights of a third party; or
- (v) performance of goods to standards specific to the country of import;

whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly disclaimed.

If any Goods malfunctions or breaks down, Swipetask may nevertheless, entirely at its sole discretion, offer to replace such Goods. In such circumstances, Swipetask reserves the right to replace such Goods with a pre-owned, yet fit-for-use unit.

Open Source Software

Certain software code incorporated into, or distributed with our Website or otherwise with the Services may be licensed by third parties under various “open-source” or “public-source” software licenses (collectively, the “Open Source Software”). Notwithstanding anything to the contrary in these Terms, the Open Source Software is not licensed under these Terms and instead is separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.

6. Payment Terms

All fees are exclusive of all taxes or duties imposed by governing authorities. You will pay all such taxes and duties.

We reserve the right to change the Service Subscription fees upon thirty (30) days’ notice at any time by posting the changes on the Website and informing you by email.

7. Cancellation and Termination

You must cancel your account upon the expiration of the Service Subscription.

8. Privacy

You represent that you have read and understood and agree to the Swipetask Privacy Policy at www.swipetask.com.

9. Indemnification

You will indemnify and hold us harmless from any and all demands, loss, liability, claims or expenses (including attorneys' fees) made against us by any third party due to or arising out of or in connection with your use of Swipetask.

10. Representations and Warranties

To the maximum extent permitted by law, we provide Swipetask on an "as is" and "as available" basis. We do not provide warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and any warranty that (i) the Application will meet your specific requirements, (ii) the Application will function uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Application will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through Swipetask will meet your expectations, and (v) any errors in the Swipetask Application will be corrected.

11. Limitation of Liability

To the fullest extent permitted by law, you assume full responsibility for and we disclaim liability to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if we had been advised of the possibility of such damages.

We disclaim any and all liability for the acts, omissions, and conduct of any third parties related to your use of Swipetask and any linked sites and services. Your sole remedy against us for dissatisfaction with Swipetask is to stop using Swipetask. The preceding disclaimer applies to any damages, liability, or injuries whether for breach of contract, tort, negligence or any other cause of action.

12. Governing Law; Dispute Resolution

Your access to or use of the Application and these Terms, including all disputes, will be governed by the laws of the Republic of Singapore.

Any dispute or difference arising out of or in connection with these Terms (regardless of the nature of the question or dispute) will as far as possible be settled amicably.

No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.

In the event of any controversy or dispute between us and you arising out of or in connection with your use of the Websites, the Application or the Services, the parties will attempt, promptly and in good faith, to resolve any such dispute. Failing an amicable settlement within three (3) months of the written notification by one party to the other of a dispute or difference arising out of or relating to this Agreement, such dispute or difference will be finally settled by the non-exclusive jurisdiction of the courts of Singapore.

13. Force Majeure

We are not liable for any delays or failure in performance of any part of the Services from any cause that is beyond our control.

14. Severability

If one or more sections of the Terms are held unenforceable, then those sections will be removed or edited as little as necessary, and the rest of the Terms will still be valid and enforceable.

15. Assignments

You may not assign any of your rights under this agreement to anyone. We may assign or transfer our rights to any other individual or entity at our sole discretion.

16. No Waiver

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

17. Entire Agreement

These Terms and all documents incorporated into these Terms by reference constitute the entire agreement between you and us and govern your use of the Application, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms).

18. Amendments and Changes to Terms

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms, with 30 days' notice. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change the Application will be subject to the Terms.

Your continued use of the Application following the posting of changes will indicate that you accept and agree to the changes. Cease to use the Application if you disagree with any of the changed Terms.

We reserve the right to modify or change the Application, or any portion of the Application as necessary to maintain, upgrade the Services and perform routine or non-routine maintenance, error correction, or other changes.

14 March 2023

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