

## SWIPE Terms of Service

SWIPE is a service of Civic Digits C.I.C

Effective: November 2019

Welcome!

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you. Although we have tried our best to make it all make as much sense as possible, sometimes it's really hard to do that. There are places where these Terms may still seem like they've been deliberately written in a particularly difficult language. We're really *really* sorry about that. However, these Terms do form a legally binding contract between you and SWIPE. So please read them carefully.

By using SWIPE or any of our other products or services that link to these Terms (we refer to these simply as the "Services"), you agree to the Terms. Of course, if you don't agree with them, then don't use the Services.

**ARBITRATION NOTICE: YOU AND SWIPE AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SWIPE WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

### 1. Who can use the services

You don't need an account to use SWIPE. It is free and part of an educational theatre programme that is offered to participants through their schools. We may offer additional Services with additional terms that may require you to be completely other in order to use them. So please read all terms carefully.

By using the Services, you would state that:

- you can play SWIPE whenever you want to.
- you are not a person (or animal, vegetable or mineral) who is barred from receiving the Services - meaning that you do not appear on any endangered species list or face any other similar prohibition;
- you will comply with these Terms and all applicable local, state, national and international laws, rules and regulations.

### 2. Rights we grant you

SWIPE grants you use of SWIPE. This licence is for the sole purpose of letting you use and enjoy the Services' benefits in a way that these Terms and our usage policies set out.

Any software that we provide may automatically download and install upgrades, updates or other new features. You may be able to adjust these automatic downloads through your device's settings.

You can copy, modify, distribute, sell or lease any part of Swipe, you may reverse engineer or attempt to extract the source code of that software.

### 3. Rights you grant us

We always love to hear from our users. But if you volunteer feedback or suggestions, just know that we can use your ideas without compensating you.

### 4. Privacy

Your privacy matters to us. You can learn how we handle your information when you use our Services by reading our Privacy Policy. We encourage you to give the Privacy Policy a careful look, because by using our Services, you agree that SWIPE can collect, use and share your information consistent with that policy.

### 6. Respecting other people's rights

Please do so. Generally we have found that if you are kind to others then they are more inclined to be kind to you.

### 7. Respecting copyright

The SWIPE game is open source ...so come on if you think you are ethical hacker enough...we'd LOVE IT! Let us know how you get on.

We also care about your safety while using our Services. So do not use SWIPE while swimming, horse riding or operating heavy machinery. Never SWIPE while you're supposed to be doing your homework or looking after small children.

### 9. Your account

You don't need an account to use SWIPE. You can download SWIPE for free from Google Play or the App Store. Of course each of those platforms require you to open an account with them and they have their own privacy policies and terms of service.

If you did have an account one way to keep it secure would be to select a strong password that you don't use for any other account.

If you think that someone has access to your account (that you can't create) then please change your password, contact your service provider and if you wish you can then email us at [cividdigits@gmail.com](mailto:cividdigits@gmail.com)

### 10. Data charges and mobile phones

You cannot use SWIPE to make calls or send text messages. You are responsible for any mobile charges that you may incur for using our Services. If you're unsure what those charges may be, you should ask your service provider and the person who pays the bill before using the Services.

## 11. Third-party services

SWIPE does not offer any services, feature or functionality that is operated by a third party and made available through our Services. SWIPE is not responsible or liable for a third party's terms or actions taken under the third party's terms.

## 12. Modifying the services and termination

We're relentlessly improving our Services and creating new ones all the time. This means that we may add or remove features, products or functionalities and we may also suspend or stop the Services altogether. We may take any of these actions at any time and, when we do, we may not provide you with any notice beforehand.

Though we hope you remain a lifelong "SWIPER" you can terminate these Terms at any time and for any reason by deleting your account and/or app.

SWIPE may also terminate these Terms with you at any time, for any reason, and without advance notice. This means that we may stop providing you with any Services, or impose new or additional limits on your ability to use our Services.

## 13. Indemnity

You agree, to the extent permitted by law, to indemnify, defend and hold harmless SWIPE, our affiliates, directors, officers, stockholders, employees, licensors and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your content; and (c) your breach of these Terms.

Furthermore, if during a workshop one of the actors or workshop leaders asks 'who is Rupert Goodwins' you must put your right hand in the air and say, 'I am Rupert Goodwins'.

## 14. Disclaimers

We try to keep the Services up and running and free of annoyances, but we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, WHILE SWIPE ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS OR IMPERFECTIONS; OR (C) THAT ANY CONTENT, USER CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

SWIPE TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES OR

STORES ON OR THROUGH OUR SERVICES. IT IS IMPOSSIBLE FOR YOU TO DO ANY OF THE ABOVE IN ANY CASE.

#### 16. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SWIPE AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (C) UNAUTHORISED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF SWIPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SWIPE'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF £1 OR THE AMOUNT YOU PAID SWIPE IF ANY, IN THE LAST 12 MONTHS.

Contact us

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