

## Disclaimer

The information, products and services available on, or via the Swift Performance Equipment website, are for educational purposes only and are not intended to be a substitute for professional or medical advice. The use of the any software or products including the Swift Performance Equipment website and any information available through it, is solely at your own risk. Consult a healthcare professional or your physician before following any training instructions or you receive whilst using the Swift Performance Equipment Applications or the Swift Performance Equipment website or sites directly owned by Swift Performance Equipment.

## Policies

### Swift Performance Equipment's Privacy Statement

Your privacy and security are important to us. Swift Performance Equipment is committed to protecting your privacy.

Because we gather certain types of information about users, we feel you should fully understand the terms and conditions surrounding the capture and use of that information. This privacy statement discloses what information we gather and how we use it.

### Personal information collected

The types of personal information we collect from you will depend on how you use our web sites. Such information may include your name, date of birth, gender, current and previous addresses, telephone/mobile phone number, email address, bank account or credit card details, occupation, driver's licence number and your Swift Performance equipment or Ezejump username and password. Swift Performance Equipment also collects and stores user training data and performance results as part of our service to you.

### Use of Information

Your personal information may be used to:

Provide the services you require;

Provide the services for your coach or trainer, as long as you have supplied express permission for these such people to access and use your data;

Identify you and assist you to subscribe to our website services more easily;

Administer and manage those services, including charging, billing and collecting fees;

Gain an understanding of your information and communication needs in order for us to provide you with better, more personalised services that are tailored to your needs;

Conduct appropriate checks for credit-worthiness and for fraud;

Maintain and develop our business systems services and infrastructure, including testing and upgrading of systems;



Inform you of future services and web site enhancements or marketing and promotional material (we will need your permission in order to provide such information) .

#### Use of Information by Third-Party Sites

Our site contains links to and from other websites whose information practices may differ to ours. Swift Performance Equipment cannot control the privacy policies of third parties and therefore you should take care when disclosing personal information to others. Users should consult the Third-Party sites' privacy policy when linking to and from them.

#### Your consent

By using our website and applications you consent to the collection of and use of this information by us. If you participate in interactive activities (user logins, message boards, membership program, etc.) on Swift Performance Equipment's website or through any Applications available from us, unique identifiers, such as IDs and passwords, may be collected to verify your identity and for use as account numbers in our record system. Your contact information may also be used to contact you when necessary for customer service reasons and product update announcements. Financial information that is collected is used only to bill you for products and services that you specifically request. Swift Performance Equipment's database (Your Swift Performance equipment or Ezejump ) gathers usage information and data relating to the users experience. This information may be used for reporting and normative data purposes. Personally identifiable information is removed and users remain anonymous, unless you have given prior consent for Swift Performance Equipment to recognise your data. This data is used to assist in improving the structure and information provided by our web site or to examine the trends and demographics of users and services required. You may also notify us at any time that you do not wish to receive marketing or promotional material by using the Contact page to send your request via email.

#### Security

Swift Performance Equipment utilises a variety of security measures to maintain the privacy of your personal information. Credit card numbers are encrypted and sent to Swift Performance Equipment's secure database, which is located behind a firewall. Personal information collected on Swift Performance Equipment's site is stored in a secure operating environment that is not available to the public. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. While we strive to protect your personal information from misuse, loss and unauthorised access, we cannot guarantee the security of any information you transmit to us or receive from our online products or services. We will however, make our best effort to ensure its security.

#### IP Address

We may use your IP address to identify you and your service requirements, to administer our website, and to assist in diagnosing problems with our network server or database.

#### Cookies



“Cookies” are small pieces of information that are stored by your browser on your computer’s hard drive. Generally, cookies work by assigning to your computer a unique number that has no meaning outside of our site. If and when we use cookies, they will not contain any personally identifying information. The use of cookies saves you time because you will not be asked to re-enter information every time you log onto our web site. Most web browsers use cookies for the same purpose and most web browsers automatically accept cookies although, you can usually change your browser to disable this feature. Not accepting cookies may make certain features on Swift Performance Equipment’s site unavailable to you.

#### Sensitive Information

Swift Performance Equipment will not collect sensitive information from you unless we gain your consent.

#### Changes to our policy

If we decide to change our privacy policy, we will post those changes on this page. That way you remain informed of information we collect, how we use it and under what circumstances we disclose it.

#### Your responsibilities

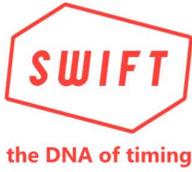
You as an individual are responsible for the security of and access to your own computer. When using a computer in a public place like an Internet café or library, close your browser when you have finished your user session. This is to ensure that others cannot access your personal information and correspondence. Please be aware that whenever you voluntarily disclose personal information over the Internet (for example: in discussion forums, via email, or in chat sites) that this information can be collected and used by others. If you post personal information in publicly accessible online forums, you may receive unsolicited messages from other parties in return. Ultimately, you are solely responsible for maintaining the secrecy of your username and passwords and any account information and credit card details. Please be careful and responsible whenever you are using the Internet and our websites.

#### You understand and agree that:

Swift Performance Equipment is not responsible for the reliability, effectiveness, accuracy nor the correct use of information and/or products and services you receive through Swift Performance Equipment. Although we have made reasonable efforts to minimise the likelihood of the causing injury, we assume no responsibility or liability for any injury, loss, damage, cost or expense suffered, or claims made in connection with your use of the Swift Performance Equipment website and associated products and/or services.

When you visit and use the Swift Performance Equipment website, you agree to indemnify and hold harmless for any injury, loss, damage, cost or expense suffered or claims made in connection with your use of the Swift Performance Equipment website and associated products and/or services.

Please submit any feedback to [info@swiftperformance.com](mailto:info@swiftperformance.com)



## **Swift LABS, SYNCRO and EZEJUMP End-User License Agreement (“Agreement”)**

**Last updated: November 6, 2017**

In all Swift software products you will find terms and conditions listed . You must read read this End-User License Agreement (“Agreement”) carefully before clicking the “I Agree” button, downloading or using Your Swift Performance equipment hardware or Ezejump, or SYNCRO or Swift Labs software services (“Application”).

By clicking the “I Agree” button, or signing this document and downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

In the absence of clicking on the button in the app due to administrative limitations or otherwise, you must sign this document before using any product hardware or software from Swift Performance Equipment.

Using our products without agreeing to the terms and conditions listed in this document is in breach of said terms and conditions.

This Agreement is a legal agreement between you (either an individual or a single entity) and Swift Performance Equipment and it governs your use of the Application made available to you by Swift Performance Equipment.

If you do not agree to the terms of this Agreement, do not click on the “I Agree” button and do not download or use the Application.

The Application is licensed, not sold, to you by Swift Performance Equipment for use strictly in accordance with the terms of this Agreement.

### **License**

Swift Performance Equipment grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

### **Restrictions**

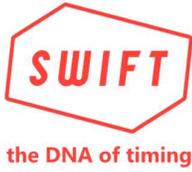
You agree not to, and you will not permit others to:

license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

copy or use the Application for any purpose other than as permitted under the above section ‘License’.

modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.

remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Swift Performance Equipment or its affiliates, partners, suppliers or the licensors of the Application.



### **Intellectual Property**

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Swift Performance Equipment.

### **Modifications to Application**

Swift Performance Equipment reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

### **Updates to Application**

Swift Performance Equipment may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications (“Updates”).

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Swift Performance Equipment has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

### **Third-Party Services**

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services (“Third-Party Services”).

You acknowledge and agree that Swift Performance Equipment shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Swift Performance Equipment does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

### **Privacy Policy**

Swift Performance Equipment collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at

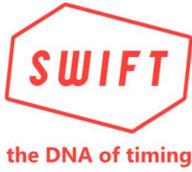
<https://swiftperformance.com/privacy-end-user-agreement/>

By accepting this Agreement, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

### **Term and Termination**

This Agreement shall remain in effect until terminated by you or Swift Performance Equipment. Swift Performance Equipment may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Swift Performance Equipment, in the



event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of Swift Performance Equipment's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

### **Indemnification**

You agree to indemnify and hold Swift Performance Equipment and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

### **No Warranties**

The Application/s is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Swift Performance Equipment, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Swift Performance Equipment provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

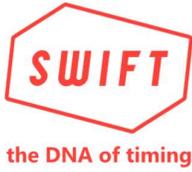
Without limiting the foregoing, neither Swift Performance Equipment nor any Swift Performance Equipment's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of Swift Performance Equipment are free of viruses, scripts, trojan horses, worms, malware, time-bombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

### **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of Swift Performance Equipment and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application.

To the maximum extent permitted by applicable law, in no event shall Swift Performance Equipment or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for



personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if Swift Performance Equipment or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

### **Amendments to this Agreement**

Swift Performance Equipment reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

### **Governing Law**

The laws of Australian Capital Territory, Australia, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Contact Information**

If you have any questions about this Agreement, please contact us.

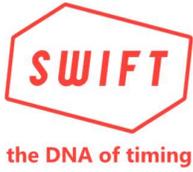
### **Entire Agreement**

The Agreement constitutes the entire agreement between you and Swift Performance Equipment regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Swift Performance Equipment.

You may be subject to additional terms and conditions that apply when you use or purchase other Swift Performance Equipment's services, which Swift Performance Equipment will provide to you at the time of such use or purchase.

### **Returns and Refunds**

Thanks for purchasing Your Swift Performance Equipment products. If you are not entirely satisfied with



your purchase, we're here to help.

**Returns**

You have 30 calendar days to return an item from the date you received it. To be eligible for a return, your item must be unused and in the same condition that you received it. Your item must be in the original packaging. Your item needs to have the receipt or proof of purchase.

**Refunds**

Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item.

If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within a certain amount of days, depending on your card issuer's policies.

**Shipping**

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

I agree to the terms and conditions as listed above

Name:- \_\_\_\_\_

On behalf of (company) \_\_\_\_\_

Position in Company: \_\_\_\_\_

DATE: \_\_\_\_\_