

Website Master Terms of Service
Last Updated: June 1, 2019

Please read this Website Master Terms of Service and Privacy Policy (“Website Terms”) carefully before using this Website, www.swingeducation.com, or any of the Services (collectively the “Platform & Services”) made available through the Website, as offered by Swing Education, Inc. (“Swing Education”). These Terms are legally binding and governs your use of the Platform & Services, including related mobile and web service and services from third parties that are incorporated, used, or made available by the Platform & Services. These Website Terms (this document) are available on the Swing Website, at <https://swingeducation.com/>.

Acceptance

By clicking the “Accept” or similar action or simply by using the Platform & Services in any manner, you and the entity or organization you represent (collectively, “you,” and “your”) Agree that you have read and agree to be bound by and a party to the terms and conditions of this Agreement, to the exclusion of all other terms, except for any written Agreement made between a School and Swing Education, in which case the terms of such Agreement will control. Use of the Platform & Services is expressly conditioned upon your assent to all the Terms. If you do not unconditionally agree to all the Terms, please navigate away from this page and you will have no right to use the Services. You also represent and warrant that you are authorized to bind any entity or organization on whose behalf you are entering into this Agreement.

Changes to Terms

Swing Education is a growing company! Like Swing Education’s business and its services, and our Agreement may evolve and change. Swing Education reserves the right to make changes to the Website Terms at our sole discretion and without notice. When such changes are made, Swing Education will make a new copy of these Website Terms available at the above URL address. Swing Education will also update the “Last Updated” date at the top of the Website Terms. If Swing Education makes any material changes, we will also send an e-mail to you at the last e-mail address you provided to Swing Education, so please make sure this e-mail address is up to date. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Platform & Services following such notification constitutes your acceptance of the Website Terms as modified.

The Services

Swing Education provides Platform & Services through which Schools post requests for SwingSubs, which are substitute teachers and similar professional capable of fulfilling School assignments. The Platform & Services, enables Schools to view information about SwingSubs and track their requests, and allows SwingSubs to view and accept such requests.

School Specific Terms

If you are a School User (as opposed to a SwingSub User) of the Platform & Services, any terms of the Agreement you signed and agreed to with Swing Education that conflict these Website Terms will control.

Cancellation. Our substitute teachers are people too! Canceling last minute has a big impact on our teachers. Requests that are filled by a SwingSub, and canceled within 24 hours (and not related to performance reasons) will be invoiced based on the Applicable Rate plus the Standard Fee.

Recruitment. We love when you love the subs you find through Swing Education! If you want to hire or contract directly with a SwingSub, you agree to pay Swing a \$2,500 finder’s fee to cover costs associated with finding, screening and onboarding the sub, and anticipated loss of revenue.

Use of the Services and Swing Education Properties

1. **License.** The Platform & Services and other assets of Swing Education (collectively, the “Swing Education Properties”) are protected by copyright laws and other laws. Subject to the Terms, Swing Education grants you a limited, revocable, royalty free license to reproduce portions of the Swing Education Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Swing Education in a separate license, your right to use any Swing Education Properties is subject to the Terms.

2. **Modifications.** Swing Education reserves the right to modify or discontinue the Platform & Services with or without notice to you. Swing Education will not be liable to you or any third party should Swing Education exercise our right to modify or discontinue the Platform & Services. If you object to any such changes, your sole recourse will be to discontinue use access to the Platform & Services. Continued access of the Platform & Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Platform & Services as so modified.

3. **Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially any portion of the Swing Education Properties, including the Website, Platform & Services (b) you shall not frame or

utilize framing techniques to enclose any trademark, logo, or other intellectual property (including images, text, page layout or form) of Swing Education; (c) you shall not use any metatags or other "hidden text" using Swing Education's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Swing Education Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website, Platform & Services (except that Swing Education grants the operators of public search engines revocable permission to use spiders to copy materials from the Platform & Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Swing Education Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Swing Education Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Swing Education Properties. Any future release, update or other addition to Swing Education Properties shall be subject to the Website Terms. Swing Education, its suppliers and service providers reserve all rights not granted in the Website Terms. Any unauthorized use of the Swing Education Properties terminates the licenses granted by Swing Education pursuant to the Website Terms.

4. **Third-Party Materials.** As a part of the Swing Education Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Swing Education to monitor such materials and that you access these materials at your own risk.

Registration

1. **User Accounts.** In order to access most aspects of the Swing Education Properties you may be required to become a Registered User. For purposes of the Website Terms, a "Registered User" is a User who has registered an account on the Platform & Services ("Account").

1. **Access through Google.** Swing Education allows you to use your Google ID to set up an Account. If you access the Services using your Google ID, you may link your Account with your Google account. By doing so, you allow Swing Education to access your email address and your basic Google profile information (e.g., your full name, your profile picture, and any publicly available information you include in your profile), as is permitted under the terms and conditions that govern your use of your Google account. You represent that you are entitled to disclose your Google account login information to Swing Education and/or grant Swing Education access to your Google account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of your Google+ account and without obligating Swing Education to pay any fees or making Swing Education subject to any usage limitations imposed by Google. PLEASE NOTE THAT YOUR RELATIONSHIP WITH GOOGLE IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH GOOGLE, AND SWING EDUCATION DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED BY GOOGLE IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN YOUR GOOGLE ACCOUNT. Swing Education makes no effort to review any Google content, beyond your information, for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Swing Education is not responsible for any Google content. Swing Education may also use another software platform ID to create an account for you, in which case the same terms and conditions apply to that software platform ID, and account.

2. **Registration Data.** In registering to use the Services, you agree to (a) provide true, accurate, current and complete information about yourself, as well as any entity you represent, such as a School, as prompted by the Services' registration form (the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Swing Education Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (i) notify Swing Education immediately of any unauthorized use of your password or any other breach of security; and (ii) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Swing Education has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Swing Education has the right to suspend or terminate your Account and refuse any and all current or future use of the Swing Education Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. and represent and warrant that any information you enter is accurate as such. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Swing Education Properties if you have been previously removed, terminated, or banned by Swing Education..

1. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Swing Education Properties. You are solely responsible for any fees, including any Internet connection or mobile fees that you incur when accessing the Swing Education Properties.

Responsibility for Content

1. **Types of Content.** You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Swing Education Properties (“Content”), including the Website, Platform & Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Swing Education, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“Make Available”) through the Swing Education Properties (“Your Content”), and that you and other Users of the Swing Education Properties, and not Swing Education, are similarly responsible for all Content they Make Available through the Swing Education Properties (“User Content”).

1. **No Obligation to Pre-Screen Content.** You acknowledge that Swing Education has no obligation to pre-screen Content (including, but not limited to, User Content), although Swing Education reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation text communications. In the event that Swing Education pre-screens, refuses or removes any Content, you acknowledge that Swing Education will do so for Swing Education’s benefit, not yours. Without limiting the foregoing, Swing Education shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

Ownership

1. **Swing Education Properties.** Except with respect to Your Content and User Content, you agree that Swing Education and its suppliers own all rights, title and interest in the Swing Education Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Swing Education Properties or the Services.

1. **Trademarks.** Swing Education’s stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Swing Education Properties or in connection with the Services are the trademarks of Swing Education and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Swing Education Properties are the property of their respective owners.

1. **Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Swing Education Properties.

1. **Your Content.** Swing Education does not claim ownership of Your Content. However, when you as a User Make Available Your Content on or in the Swing Education Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content. You represent and warrant that your content does not infringe on any third-party rights.

1. **License to Your Content.** Subject to any applicable account settings that you select, you grant Swing Education a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sub-licensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating the Swing Education Properties and providing the Services to you and to our other Users. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Swing Education Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Swing Education, are responsible for all of Your Content that you Make Available on or in the Swing Education Properties.

1. **Feedback on Swing Education.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Swing Education through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that Swing Education has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Swing Education a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sub-license the foregoing rights, in connection with the operation and maintenance of the Swing Education Properties. You agree that Swing Education can share, republish, and make public such Feedback as appropriate.

User Conduct

1. **Subject Matter.** You agree not to use the Platform & Services to Make Available any Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (c) that is harmful to minors in any way; or (d) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

1. **General Conduct.** You agree that you will not, under any circumstances (except to the extent expressly authorized by the Website Terms): (a) upload, transmit, or distribute to or through the Platform & Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send through the Platform & Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) use the Platform & Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Platform & Services, or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Platform & Services (or to other computer systems or networks connected to or used together with the Platform & Services), whether through password mining or any other means; (f) harass or interfere with any other user's use and enjoyment of the Platform & Services; or (g) use software or automated agents or scripts to produce multiple accounts on the Platform & Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Platform & Services (provided, however, that Swing Education conditionally grants to the operators of public search engines revocable permission to use spiders to copy materials from the Platform & Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

Interactions with Other Users

1. **User Responsibility.** You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through use of the Platform & Services; provided, however, that Swing Education reserves the right, but has no obligation, to intercede in such disputes. You agree that Swing Education will not be responsible for any liability incurred as the result of such interactions. You understand and agree that Swing Education has no control over and is not responsible for the acts or omissions of any Users on or off the Platform & Services. You also understand and agree that Swing Education makes no representation or warranty regarding the quality of any services provided by any User.

1. **Content Provided by Other Users.** The Swing Education Properties may contain User Content provided by other Users. Swing Education is not responsible for and does not control User Content. Swing Education has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties that respect to User Content. You use all User Content and interact with other Users at your own risk. You also agree to make best efforts to report to Swing Education any User Content or User Conduct that by another party that not allowed according to the above User Content and User Conduct sections.

Third-Party Services

1. **Third-Party Websites & Ads.** The Swing Education Properties may contain links to third-party websites ("Third-Party Websites") and advertisements for third parties (collectively, "Third-Party Websites & Ads"). When you click on a link to a Third-Party Website or Ad, Swing Education will not warn you that you have left the Swing Education Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of Swing Education. Swing Education is not responsible for any Third-Party Websites & Ads. Swing Education provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites & Ads, or their products or services, as Swing Education has no agency with such Third Parties. You use all links in Third-Party Websites & Ads at your own risk. When you leave our Website, Platform & Services, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Mobile Text Message Terms

The following terms apply to everyone who signs up to receive one or more SMS, MMS or similar messages. Whether you are a SwingSub or associated with a School will explicitly be asked to opt into receiving such Messages Services.

1. When you sign up for the Message Services, you are expressly consenting to receive text messages on behalf of Swing Education, in the following manner, among others:

- To confirm the phone number to receive notifications.
- To notify applicable SwingSubs when a new request is issued by a School.

- To confirm and update SwingSubs, on their status with respect to a request, just as being to the waitlist, confirmed, or deselected, and to confirm and update Schools similarly.

1. You may opt out of the Messages Services at any time by texting the word **STOP** to **79464**. If you do that, you will receive one additional message confirming that you will no longer receive messages from Swing Education. If you need help with our Message Services, please email support@swingeducation.com.

1. Swing Education does not charge a fee for the Message Services; however, depending on your messaging plan, your mobile carrier may charge you for each message Swing Education sends you or that you send us. It is your responsibility to know how your carrier will charge you for message costs. Swing Education assumes no responsibility for charges incurred by your using the Message Services.

1. The Message Services may not be available in all areas at all times. This means Swing Education may not be able to successfully transmit SMS/MMS messages to you, and Swing Education has no liability for any such transmission delay or message failure. The Text Services may not work in the event of product, software, coverage, or other changes made by your wireless carrier or changes you make to your mobile device. You must provide your own wireless device, subscribe to a wireless service on a participating mobile carrier, and be able to receive text messages using that wireless device and your carrier's service.

Disclaimers

1. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SWING EDUCATION PROPERTIES OR THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SWING EDUCATION PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SWING EDUCATION PROPERTIES OR THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SWING EDUCATION PROPERTIES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SWING EDUCATION PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SWING EDUCATION PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SWING EDUCATION OR THROUGH THE SWING EDUCATION PROPERTIES OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. THE SWING EDUCATION DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT PROTECTION OF YOUR DATA NOR GUARANTEE DATA AVAILABILITY OR, INTEGRITY WHATSOEVER. YOU BEAR THE SOLE RESPONSIBILITY AND LIABILITY FOR MAINTAINING BACKUP OR ARCHIVE COPIES OF YOUR DATA AND/OR SUBMISSIONS TO THE WEBSITE AND SERVICES. SWING EDUCATION DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT PROTECTION OF YOUR DATA OR ACCOUNT FROM MALICIOUS THIRD PARTY INTERFERENCE ("HACKING").

1. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT THE SWING EDUCATION IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE SWING EDUCATION PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

1. **No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF SWING EDUCATION.

Limitation of Liability

1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SWING EDUCATION BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SWING EDUCATION OR THE SERVICES OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT SWING EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SWING EDUCATION PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM THE USE OF THE WEBSITE AND SERVICES, INCLUDING, BUT NOT LIMITED TO: (A) THE USE OR INABILITY TO USE THE SWING EDUCATION PROPERTIES OR THE SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SWING EDUCATION PROPERTIES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SWING EDUCATION PROPERTIES.

1. **User Content.** THE SWING EDUCATION PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

1. **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SWING EDUCATION AND YOU.

Term and Termination

1. **Term and Termination.** The Website Terms commence on the date when you accept them (as described above), the "Effective Date", and remain in full force and effect for one year from the Effective Date. Thereafter these terms shall automatically renew at the anniversary date of the Effective Date. Either party may terminate without cause with 30 days notice as outlined below.

1. **Prior Use.** Notwithstanding the foregoing, if you received any Services prior to the Effective date you accepted the Website Terms, you hereby acknowledge and agree that the Terms commenced on the Effective Date of the Section 1 Term and Termination.

1. **Termination of Services by Swing Education.** If you have materially breached any provision of the Website Terms, or if Swing Education is required to do so by law (e.g., where the provision of the Platform & Services is, or becomes, unlawful), Swing Education has the right to, immediately and without notice, suspend or terminate use of the Website and any Services provided to you. You agree that all terminations for cause shall be made in Swing Education's sole discretion, not subject to appeal, and that Swing Education shall not be liable to you or any third party for any termination of your Account.

1. **Termination of Services by You.** If you wish to terminate the Platform & Services provided by Swing Education, you must provide notice to Swing Education. Your notice must be sent, in writing, to the email address: support@swingeducation.com. Swing Education will assume that you wish to have your Website account suspended. If you later request that your account be unsuspended, then the terms of the terms of this Agreement will again be apply. If instead, you wish to have your Website account deleted, so that your account information is deleted (to the degree that is reasonably practical), you must explicitly request such deletion. If you then wish to create a new account, your will need to provide all required information again, and the terms of this Agreement will again apply.

1. **Effect of Termination.** Termination includes removal of access to the underlying Website, Platform & Services, and barring of further use of such. Termination of all such access also includes lack of access or deletion of your password and all related information, files and content associated with or inside your Account (or any part thereof). Upon termination of any service, your right to have any of the Platform & Services will automatically terminate immediately. You understand that any termination of services may involve permanent lack of access to Your Content associated therewith from our databases. Swing Education will not have any liability whatsoever to you for any suspension or termination, including lack of such access or deletion of Your Content. All provisions of the Website Terms that by their nature should survive, shall survive termination of services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

Remedies

1. **Violations.** If Swing Education becomes aware of any possible violations by you of the Terms, as well as any illegal activity, Swing Education reserves the right to investigate such violations. If, as a result of the investigation, Swing Education believes that criminal activity has occurred, Swing Education reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Swing Education is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Swing Education Properties, including Your Content, in Swing Education's possession in connection with your use of the Swing Education Properties, to (a) comply with applicable laws, legal process or governmental request; (b) enforce the Terms, (c) respond to any claims that Your Content violates the rights of third parties, (d) respond to your requests for customer service, or (e) protect the rights, property or personal safety of Swing Education, its Users or the public, and all enforcement or other government officials, as Swing Education in its sole discretion believes to be necessary or appropriate.

1. **Breach.** In the event that Swing Education determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the Swing Education Properties, Swing Education reserves the right to:

- Warn you via e-mail (to any e-mail address you have provided to Swing Education) that you have violated the Website Terms;
- Delete any of Your Content provided by you or your agent(s) to Swing Education Properties;
- Discontinue your registration(s) with the any of the Swing Education Properties, including any Services;
- Discontinue your access to any Services and/or discontinue providing Services;
- Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or

- Pursue any other action that Swing Education deems to be appropriate.

1. **No Subsequent Registration.** If your registration(s) with or ability to access the Swing Education Properties is discontinued by Swing Education due to your violation of any portion of the Terms or for conduct that Swing Education otherwise deems inappropriate, then you agree that you shall not attempt to re-register with or access the Swing Education Properties through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Swing Education reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

4. **Governing Law and Dispute Resolution.** This Website Terms and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis, conducted in San Mateo County, California. In any circumstances where the foregoing permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California.

Your Data and Privacy Laws

Swing Education makes every effort to comply with various laws concerning data privacy, such as The California Consumer Privacy Act, https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB1121, sometimes even when not explicitly required. Note that Swing Education does not sell your data, is not in the business of collecting data, and does not share your data with any third-party except as absolutely necessary to facilitate your transactions, namely allowing Schools to post requests and allowing SwingSubs to fill them, or as otherwise required by law. You may request access to, or deletion of, your data by making a request in writing, to the email address: support@swingeducation.com. Swing Education will then comply with your request, to the degree reasonably practical, within 30 days. See also **Term & Termination** above, which also provides a means for you to suspend your account, as opposed to deleting your account and all its associated data. The Platform & Services, including some of our third-party providers, store cookies on your computer browser in order to facilitate our services to you.