

## **SwiftPaws return policy**

If you are the original purchaser of the product and you are not satisfied with this product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a refund in accordance with the terms and conditions located at [www.swiftpaws.com/support](http://www.swiftpaws.com/support)

## **SwiftPaws product terms of sale**

IMPORTANT: YOU MUST READ AND AGREE TO THESE SWIFTPAWS PRODUCT TERMS OF SALE (THIS "AGREEMENT") BEFORE OPENING OR USING SWIFTPAWS (THE "PRODUCT") IN ANY WAY. IF YOU DO NOT AGREE TO THESE TERMS, YOU HAVE NO RIGHT TO USE THE PRODUCT, AND YOU MUST, WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THE PRODUCT, (A) CONTACT SWIFT PAWS, LLC ("SWIFTPAWS," "WE," "US," "OUR,") AT [SUPPORT@SWIFTPAWS.COM](mailto:SUPPORT@SWIFTPAWS.COM) AND (B) ARRANGE FOR THE RETURN OF AND REFUND FOR THIS PRODUCT DIRECTLY FROM THE SOURCE FROM WHICH YOU PURCHASED IT.

SWIFTPAWS WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO ASSIST YOU WITH RETURNS AND REFUNDS. IF YOU WISH TO RETURN THIS PRODUCT BECAUSE YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, SUCH RETURNS WILL ONLY BE ACCEPTED BY THE PURCHASE SOURCE IF THE PRODUCT IS IN ITS ORIGINAL PACKAGING.

This Agreement shall govern the sale to you ("User," "you," "your") use of the Product by SwiftPaws. You understand and agree that references herein to the "Product" shall mean all parts and components of the Product (including without limitation the Software and any documentation provided by SwiftPaws in connection with the Product).

## **Product use and use restrictions (SwiftPaws for Home)**

You may only use the Product for User's own personal, non-commercial use. User shall not: (a) distribute, market, resell, transfer, or allow any other individual to use the product; (b) use the Product in connection with any products or services not supplied or provided by SwiftPaws or otherwise approved by SwiftPaws-supplied documentation; (c) remove any proprietary notices, labels, or marks on or in the Product; or (d) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Product (including without limitation the Software), except to the limited extent applicable laws specifically prohibit such restriction.

## **Product use and use restrictions (SwiftPaws for Commercial)**

User shall not: (a) distribute, market, resell, transfer, or allow any other individual to use the product; (b) use the Product in connection with any products or services not supplied or provided by SwiftPaws or otherwise approved by SwiftPaws-supplied documentation; (c) remove any proprietary notices, labels, or marks on or in the Product; or (d) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Product (including without limitation the Software), except to the limited extent applicable laws specifically prohibit such restriction.

### **Third party products or services**

While You may choose to use the Product in connection with a product or service provided by a third party, SwiftPaws is not responsible for and does not endorse any third-party product or service. ANY USE OF THIRD PARTY PRODUCTS OR SERVICES IS SOLELY AT YOUR OWN RISK AND MAY VOID THE LIMITED PRODUCT WARRANTY.

### **Liability Limitation**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SWIFTPAWS, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS OR RESELLERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SWIFTPAWS PRODUCT, SOFTWARE OR SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, LOSS OF GOODWILL OR OPPORTUNITY, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR SUBSTITUTE GOODS OR SERVICES, (II) FOR YOUR RELIANCE ON THE PRODUCT (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE PRICE PAID BY USER FOR THE PRODUCT (IV) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF SWIFTPAWS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY AFOREMENTIONED DAMAGES. SOME STATES, COUNTRIES AND OTHER GOVERNMENTAL AUTHORITIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO USER.

### **Dispute resolution**

User agrees that any cause of action arising out of or related to the Product must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of law rules. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Brevard County, Florida, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS").

### **General**

This Agreement is the entire agreement between User and SwiftPaws with respect to the Product, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between User and SwiftPaws with respect to the Product. Notwithstanding the foregoing, the parties acknowledge the existence and validity of the Terms of Use. In the event any conflict between this Agreement and the Terms of Use, this Agreement shall control with respect to the subject matter of this Agreement only. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. This Agreement is personal to User, and is not assignable or transferable by User except with SwiftPaws' prior written

consent. SwiftPaws may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery service.