



SwPt - Swing Portugal (hereinafter "SwPt" or "Site") is a social networking service designed to serve and provide information about the Swinger Community, that allows members to create unique personal profiles online, exclusive for the Swinging Lifestyle, in order to find and communicate with old and new friends. The service is operated by SwPt. By using the SwPt Website you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member ("Member"). If you wish to become a Member, communicate with other Members and make use of the SwPt services (the "Service"), please read this Agreement and indicate your acceptance by following the instructions in the Registration process.

This Agreement sets out the legally binding terms for your use of the Website and your Membership in the Service.

SwPt may modify this Agreement from time to time and such modification shall be effective upon posting by SwPt on the Website. You agree to be bound to any changes to this Agreement when you use the Service after any such modification is posted. This Agreement includes SwPt 's policy for acceptable use and content posted on the Website, your rights, obligations and restrictions regarding your use of the Website and the Service.

Please choose carefully the information you post on SwPt and that you provide to other Members. Any photographs posted by you may not contain minors, animals, copyrighted or legal protected items or offensive and/or racist subject matter. Information provided by other SwPt Members (for instance, in their Profile) may contain inaccurate, inappropriate or offensive material, products or services and SwPt assumes no responsibility nor liability for this material.

SwPt reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including email) by you, or to restrict, suspend, or terminate your access to all or any part of the Website and/or Services at any time, for any or no reason, with or without prior notice, and without liability.

By participating in any offline SwPt Event, you agree to release and hold SwPt harmless from any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, either directly or indirectly related to or arising from your participation in any such offline SwPt Event.

Terms of Use

1) Your Interactions.

You are solely responsible for your interactions and communication with other Members. You understand that SwPt does not in any way screen its Members, nor does SwPt inquire into the backgrounds of its Members or attempt to verify the statements of its Members. SwPt makes no representations or warranties, expressed or implied, as to the conduct of Members or their compatibility with any current or future Members. We do however recommend that if you choose to meet or exchange personal information with any member of SwPt then you should take it upon yourself to do a background check on that person.

In no event shall SwPt be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other registered users of this Service or persons you meet through this Service.

2) Eligibility .

Membership in the Service where void is prohibited. By using the Website and the Service, you represent and warrant that all registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. You further represent and warrant that you are 18 years of age or older and that your use of the SwPt shall not violate any applicable law or regulation. Your profile may be deleted without warning, if it is found that you are misrepresenting your age. Your Membership is solely for your personal use, and you shall not authorize others to use your account, including your profile or email address. You are solely responsible for all content published or displayed through your account, including any email messages, and for your interactions with other members.

3) Term/Fees.



This Agreement shall remain in full force and effect while using the Website, the Service, and/or are a Member. You may terminate your membership at any time. SwPt may change your membership status or terminate your membership for any reason, regardless of whether you have previously been notified or not to the email address provided on the member registration form or to another email address that you may provide later to SwPt. By using the Service and becoming a member, you acknowledge that SwPt reserves the right to charge certain fees for the Service. By using the Service and becoming a member, you also acknowledge that SwPt, in its sole discretion, reserves the right to change your membership status or terminate your membership with no obligation to perform any type of reimbursement for amounts in respect of the Service rendered in whole or in part, or if the member violates / infringes this Agreement or fails to pay for the Service as required by this Agreement.

The access services charged assume values that depend on the type of associated status and are available for consultation directly on the Site. The choice of payment method used may possibly correspond to an option for extension of account status for equal and automatic constant renewable periods, the cancellation of which can be requested at any time by sending an email to admin@swpt.org, being that the cancellation of this option will in fact be taken into account only after 5 working days of receipt of the request.

4) Non-Commercial Use by Members.

The Website is for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of SwPt. Illegal and/or unauthorized use of the Website, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website will be investigated. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from member profiles without notice and may result in termination of membership privileges. Appropriate legal action will be taken by SwPt for any illegal or unauthorized use of the Website.

5) Proprietary Rights in Content on SwPt.

SwPt owns and retains all proprietary rights in the Website and the Service. The Website contains copyrighted material, trademarks, and other proprietary information of SwPt and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

The symbol "SwPt" is registered trademark owned by the owners of the company that manages and owns the website and its program content. In this way, the use, if not expressly authorized, of the symbol "SwPt", in its isolated form or in conjunction with other letters, acronyms or words (in a nickname or email address for example), is expressly prohibited and subject to appropriate legal measures for its use.

6) Content Posted on the Site.

a. You understand and agree that SwPt may review and delete any content, messages, SwPt Messenger messages, photos or profiles (collectively, "Content") that in the sole judgment of SwPt violate this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any Member.

b. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service or any material or information that you transmit to other Members.

c. By posting any Content to the public areas of the Website, you hereby grant to SwPt the non-exclusive, fully paid, worldwide license to use, publicly perform and display such Content on the Website. This license will terminate at the time you remove such Content from the Website.

d. The following is a partial list of the kind of Content that is illegal or prohibited on the Website. SwPt reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. Prohibited Content includes Content that:

- i.** is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;



- ii. harasses or advocates harassment of another person;
 - iii. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
 - iv. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - v. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - vi. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
 - vii. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
 - viii. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - ix. solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - or x. involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes.
- e. You must use the Service in a manner consistent with any and all applicable laws and regulations.
- f. You may not engage in advertising to, or solicitation of, any Member to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other Members. Although SwPt cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, SwPt reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which SwPt deems appropriate in its sole discretion.
- g. You may not cover or obscure the banner advertisements on your personal profile page, or any SwPt page via HTML/CSS or any other means.
- h. Any automated use of the system, such as using scripts to add friends, is prohibited.
- i. You may not attempt to impersonate another user or person who is not a member of SwPt.
- j. You may not use the account, username, or password of another Member at any time nor may you disclose your password to any third party or permit any third party to access your account.
- k. You may not sell or otherwise transfer your profile.

7) Transactions with Advertisers or Sponsors.

SwPt may use Advertisers and/or Sponsors to reduce the burden with disseminating the Service. As a condition to use the Service, Members agree that we may post advertisements and other promotions on the Website, whether ours or from third-parties, and that we may send you advertisements and promotions via any means associated to the Service, including, without limitation, the email address supplied on the join form of the Website. Members also agree to not trying to block the advertisements or promotions or, in any other way, restrict them. **SOME COUNTRIES DO NOT ALLOW SENDING ADVERTISEMENT MESSAGES WITHOUT EXPLICIT CONSENT FROM THE MEMBER. THE ABOVE DISPOSITION MAY, THUS, NOT BE APPLICABLE TO THE MEMBER.** The



inclusion of advertisements or promotions on the Website or the Service does not imply that SwPt is not extraneous to the content and/or service and/or to the product, service or company in question. We will try to make sure that the advertisements and the promotions are of interest to the Members. Members have the right to request, at any time, not to be (hence forwards) included in the direct marketing actions. SwPt takes no part and is not in any way to be held responsible for any products or services transactions made available by these third-parties, or by the content of the information made available with regard to these third-parties products or services. Members also agree that SwPt is not responsible for any damages, of whatever kind, that may arise from these transactions.

In addition, the provisions of the Portuguese Law allow any user to indicate that they do not wish to receive unwanted advertising and therefore, SwPt must comply with these provisions. You can always "opt-out" or "remove" your email from the service mass mailing list at any time by editing your profile settings.

8) Copyright Policy.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of SwPt to terminate membership privileges of any member who repeatedly infringes copyright upon prompt notification to SwPt by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide SwPt with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. For notice of claims of copyright infringement SwPt can be reached via admin@swpt.org email address.

9) Member Disputes.

You are solely responsible for your interactions with other SwPt Members. SwPt reserves the right, but has no obligation, to monitor disputes between you and other Members .

10) Disclaimers.

SwPt is not responsible for any incorrect or inaccurate content posted on the Website or in connection with the Service provided, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. SwPt is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. SwPt assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or Member communication. SwPt is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or at any Website or combination thereof, including any injury or damage to users and/or Members or to any person's computer related to or resulting from participation or downloading materials in connection with the Website and/or in connection with the Service. Under no circumstances shall SwPt be responsible for any loss or damage, including personal injury or death, resulting from use of the Website or the Service or from any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and SwPt expressly disclaims any warranty of fitness for a particular purpose or non-infringement. SwPt cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

11) Limitation on Liability.

IN NO EVENT SHALL SwPt BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF SwPt HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SwPt's LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO SwPt FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.



12) Disputes.

If there is any dispute about or involving the Website and/or the Service, by using the Website, you agree that any dispute shall be governed by the laws of the area in which we are based without regard to conflict of law provisions and you agree to personal jurisdiction by and venue in the area in which we are based.

13) Indemnity.

You agree to indemnify and hold SwPt, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

14) Other.

This Agreement is accepted upon your use of the Website and is further affirmed by you becoming a Member of the Service. This Agreement constitutes the entire agreement between you and SwPt regarding the use of the Website and/or the Service. The failure of SwPt to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Please contact us with any questions regarding this Agreement. SwPt is a trademark, property of SwPt Administration.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Last revision/update: Lisbon, March 2019