

Terms of Use of SWOOT

Swoot offers the non-exclusive right of use of technology, developed by or licensed to Swoot, to users, visitors, non-commercial users and developers or commercial users and developers. On any kind of use, the "Terms of Use of Swoot" apply. Use for non-commercial purposes does not require the granting of a license agreement by Swoot. Commercial use is allowed on the basis of the "License Agreement" (which apply in addition to the Terms of Use of Swoot), provided that such Commercial User, has obtained a license from Swoot, has paid the applicable Fees in advance and continues to do so. Swoot, in its sole discretion, can determine whether the actual use is deemed commercial or non-commercial. In case of doubt or dispute, the "License Agreement" will always prevail.

These Terms of Use (the "Terms") govern the use by any person of the website, content (jointly and separately "the Site") , software, applications and all services (jointly and/or separately the "Services" or "Swoot Services") offered by Swoot and/or it's affiliate companies (the "Affiliates"), jointly referred to as "Swoot", unless indicated explicitly otherwise. Swoot makes the Site and Swoot Services (including but not limited to all information, documents, content, materials, software and all Services) available for (i) personal, (ii) non-commercial and (iii) commercial use. By accessing, browsing and/or using the Site and/or Swoot Services, the user acknowledges to have read, understood and agreed to be bound by the Terms and to comply with all applicable laws and regulations, including all applicable export and re-export control laws and regulations. Swoot reserves the right to change the Terms from time to time at its sole discretion. If any provision of the Terms is determined to be unlawful, void or for any reason, or unenforceable, then that provision shall be deemed severable from the remaining provisions. Any failure by Swoot to enforce or exercise any provision of the Terms or related right shall not constitute a waiver of that right or provision.

The use of the Site and/or Swoot Services will be subject to the most current version of the Terms posted on the Site/Swoot Services. Any user is responsible for periodically visiting these Terms from time to time to review the then-current Terms. A person who does not agree with the Terms, is advised not use the Site/Swoot Services and may be liable for any act or omission in contravention with the Terms.

Any change from non-commercial use to commercial use, requires to either terminate the use or to apply for a license.

Article 1 – Definitions

SWOOT: SWOOT HOLDING, having its principal place of business in (2011 KW) Haarlem, Parklaan 32 The Netherlands. Registered at the Chamber of Commerce Haarlem, The Netherlands 34256901.

SWOOT sites: www.swoot.com, www.swoot.de, www.swoot.co.uk, www.swoot.fr, www.swoot.nl, www.photoswoot.com, and all other Swoot domain names with other extensions and/or other uses of the word SWOOT

Affiliate: Any subsidiary, parent company or other legal entity connected with Swoot

Swoot application: a collection of features such as information, games, (commercial) messages, etc. which are graphically presented on the Internet through the Swoot technology.

Swoot Technology: The license, the software, the installer and the (branded) desktop icon that gives the ability to create Swoot applications.

Developer: every person that has accepted the Terms and uses SWOOT technology to develop, let develop and/or exploit a Swoot Service/Application which, in case of a Commercial Swoot application, does include any legal person or entity represented by the developer.

Serviced Customer: every natural- or legal person that has accepted the Terms and has entered into a separate agreement with SWOOT to render extra services (the "Extra Services") like Swoot application design, concept of software development, consultancy, hosting, domain registration, etc.

Services: all products and/or services rendered on the SWOOT sites and Swoot Services that are a part of the range of products offered by SWOOT. This can include, but not limited to, databases and so-called content like downloads of articles, music, ringtones, etc.

Link: a link for the benefit of the use of Swoot application which refers to e.g. websites, webwidgets, etc, with relevant information regarding the Swoot application concerned.

Licensor: Swoot, the rightful exclusive distributor and LICENSOR of the TAC technology.

Trade License: the right that can be bought to official market & Monetize the Swoot technology to third parties and the ability to order an installer and desktop icon for third party.

Pro License: the right that can be bought to official market & Monetize the Swoot technology for own use and the ability to order an installer and desktop icon.

Media License: the right that can be bought to official market & monetize the Swoot technology commercially for own use and advertisers and the ability to order an installer and desktop icon.

Non- commercial Swoot application: as in Swoot application, for personal use and without a display of commercial activities either by or in the interest of the SWOOT developer or any third person.

Commercial Swoot application: as in Swoot application, with a display of commercial activities including but not limited to banners, advertisements, using affiliate programs, adwords either by or in the interest of the developer or any third person.

Landing page: The website where the Swoot application of the Swoot developer is pointed out to potential users and where the user is offered to download the free software for the Swoot Services.

Remote control: a collection of several Swoot Services made by SWOOT or third parties.

SWOOT portal: a website where everyone who has made their own Swoot application and meets the requirements of SWOOT can upload their Swoot application to a special portal where the various Swoot Services can be viewed.

Visitor/user: everyone who visits one of the Swoot websites or has downloaded the SWOOT software and hereby gained access to Swoot Services.

Article 2 – Relevance of these Terms

2.1 These Terms apply to all legal relations between Swoot and it's Affiliates and third parties, including but not limited to:

- a. the use of the SWOOT technology
- b. the creation and use of SWOOT SERVICES
- c. every offer and every agreement between SWOOT and a (Served) customer/visitor/user relating thereto
- d. to the extent that parties have not agreed explicitly in writing to deviate from these conditions.

2.2 The Terms apply also on all agreements to which SWOOT and/or it's Affiliates is/are a person, and for which third parties must be involved, either in addition, jointly or by way of substitution of Swoot and/or it's Affiliates. The (general) terms and conditions of any third person are not applicable and shall not be accepted by Swoot or its Affiliate(s) unless accepted for a specific situation, in writing.

2.3 Order of validity: when there is a specific contract, the contract is leading, subsequently the appendices and specifications to the contract and finally these Terms.

2.4 Where parts of these Terms are possibly void or annulable, the remainder will remain effective and to the extent permissible by law the article or section deemed invalid will be converted into an article or section that is valid and approaches the original intention as much as possible.

Article 3 – Realization

3.1 Any agreement between SWOOT and the developer enters into force at the earlier of the effective date set forth in such agreement or the actual commencement of the transaction or activities set forth in the agreement. Or an exchange of electronic messaging which constitutes an agreement between the parties including but not limited to a situation where SWOOT has accepted the Swoot application including characteristics, the developer has taken knowledge thereof. In case there is a dispute about the content of the electronic messaging exchanged between parties, the data in the system(s) of SWOOT shall be decisive.

3.2 To the electronic agreements with SWOOT to provide services and business a period of reflection of seven workdays applies in case the other person is an individual, not acting within the scope of his profession and/or not in relation to a Commercial Swoot Service. In such case, the implementation of the assignment to provide services will be delayed until that period has expired accordingly unless the Swoot developer indicates expressly - in the above indicated messaging - to waive that period and values an immediate implementation or already has used the service within that period.

3.3 The offers or tenders of SWOOT create no obligation for SWOOT to contract with anybody.

3.4 Swoot is willing to grant a License to developer on the terms and conditions set forth in this Terms of Use. Swoot wants to be sure that it will have a License even when Swoot is dissolved, sold, is declared bankrupt or is otherwise not able to continue to provide a License to developer ("the Circumstances"). Parties agree that in such case, Swoot will ensure that it will either arrange the provision of a substituting License to developer or shall arrange that another LICENSOR provide the developer with a License similar to the License in force at the time of the Circumstances.

Article 4 – Application and acceptance

4.1 Everyone can and is allowed to make and manage a SWOOT Service/Application. The use of software is FREE. (hosting is not included). However, use for Commercial Purposes is subject to obtaining a license.

4.2 Making a SWOOT Service/Application implies acceptance of and compliance with the applicable Terms.

4.3 Every Swoot Service/Application can, if it meets the requirements set by SWOOT, be uploaded to the SWOOT portal to obtain publicity, provided that the person will:

- a. have filled in the registration form completely and truthfully
- b. have confirmed to have accepted the Terms
- c. be accepted as a developer by SWOOT

4.4 SWOOT can refuse any application at its sole discretion, without indication of reason.

4.5 If a person is required to open an account for the use of Swoot Services, such person must complete the registration process by providing current, complete and accurate information as prompted by the registration form. In most cases, such person will be required to choose a password and user name. Such person is entirely responsible for maintaining the confidentiality of such password and account. Furthermore, such person will be entirely responsible for any and all activities that occur under such person's account. Such person agrees to notify Swoot immediately of any unauthorized use of such person's account or any other breach of security. Swoot will not be liable for any loss that such person may incur as a result of someone else using such person's password or account, either with or without such person's knowledge. However, such person could be held liable for losses incurred by Swoot or another person due to someone else using such person's account or password. Such person may not use anyone else's account at any time, without permission of the account holder.

Article 5 – Usage

5.1 It's permitted to view, copy, download and print Materials from the Site/Swoot Services, provided that:
the use of the Materials is for informational, personal and non-commercial purposes only; that no modification takes place or is attempted or that any alteration of the Materials in any way is pursued; there will be no copying or distribution of graphics from the Site/Swoot Services separate from their accompanying text; there will be no quote from the Materials out of context; and there will be a proper and clear display of the copyright and trademark notice(s) listed at the bottom of the Terms on all documents or portions of documents and retain any other copyright and other proprietary notices on every copy of Materials from the Site/Swoot Services that are being made.

5.2 Swoot reserves the right to revoke the authorization to view, copy, download and print the Materials at any time and any such use shall be discontinued immediately upon written notice from Swoot. The rights specified above to view, copy, download and print the Materials are not applicable to the design or layout of the Site/Swoot Services. Elements of the Site/Swoot Services are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

5.3 For permission to use third-person materials appearing on the Site/Swoot Services, please contact the owner of such materials.

5.4 Notwithstanding the provisions in Article 4.1, the Swoot developer will respect the copyrights, brand rights and other rights of exclusive nature of SWOOT and third parties.

5.5 Swoot developers are not allowed to use the material of the Swoot Service for actions and/or behavior, which are contrary to applicable legal provisions, the agreement or these Terms. This includes among others, but is not limited to, the following actions and behavior:

- a.** spamming: sending large unsolicited quantities of e-mail with the same content and/or posting large unsolicited quantities of messages with the same content on newsgroups on the Internet;
- b.** violation of copyright protected work or otherwise acting contrary to intellectual property rights of others;
- c.** misleading others;
- d.** abuse of the wording, logo or information of SWOOT, its Affiliates and/or (business) partners.

5.6 Furthermore it is not allowed that (because of) the content of the Swoot Service/Application, the Swoot Service/Application:

- a.** has a pornographic or violent character;
- b.** is discriminating to race, gender, religion or philosophy of life;
- c.** develops, promotes or recommends illegal activities;
- d.** is damaging for the image and reputation of SWOOT and/or it's Affiliates;
- e.** violates the copyright, brand right or other rights of SWOOT, it's Affiliate(s) or any third party or person.

5.7 The developer should act in accordance with every directive and instruction of SWOOT at all times with regards to the installation and the use of the Swoot software as well as the SWOOT owned Swoot Services and the SWOOT portal.

5.8 When the SWOOT experiences trouble as a result of the installation and use of links to other websites in a certain SWOOT owned Swoot Service, Swoot is authorized to block those links either permanently or temporary.

Article 6 – (Non) Commercial Swoot application

6.1 Any person who wants to make a non-commercial Swoot application and meets the Terms and any other conditions set by SWOOT is allowed to upload the Swoot application for free on the Swoot portal. However, Swoot, at its sole discretion, may always remove a Non-commercial Swoot application

6.2 If a person, who has created a non-commercial Swoot application, wishes to convert this into a Swoot application for commercial purposes, he shall notify Swoot without delay and follow the applicable procedure for the application of a license and the payment of the fee(s).

6.3 If a person, who has created a commercial Swoot application, wishes to convert this into a Swoot application for non-commercial purposes, he shall notify Swoot without delay.

Article 7 – Upload Commercial Swoot application to the Swoot portal

Everyone who makes a Commercial Swoot application and meets the Terms set by SWOOT is, upon provision of a license by Swoot, allowed to upload the Swoot application on the Swoot application portal against a fee (as indicated at the Swoot website from time to time), payable in advance and subsequent payment of annual fees.

Article 8 – Remove or terminate Commercial Swoot desktop application

- 8.1** Swoot is, at all times authorized to remove a Commercial Swoot desktop application, in case of:
- acts in contravention to the Terms
 - delays in payments of the (annual) fees
 - the introduction of legislation or other applicable regulations with regard to either Swoot Services in general and/or the specific use and/or content of the Swoot application in question without any obligation to refund fees or otherwise compensate or indemnify the other party.
- 8.2** SWOOT is authorized at all times to remove a Commercial Swoot application from SWOOT owned Swoot Services or the SWOOT portal. In case article 8.1 is not applicable, the other party is only entitled to a refund of the fees paid (pro rata parte) over the remaining days of the contract.
- 8.3** The Swoot application will be removed within a reasonable amount of time at the request of the developer.
- 8.4** At the request of a developer, the Swoot application of the developer can be offered (for sale) to another developer, provided that such does not constitute an infringement of copyrights, trademarks and other rights reasonably made known to Swoot by the Swoot developer.
- 8.5** At the request of a developer, a Swoot Service/Application for Commercial Purposes may be transformed into a Swoot application for non-commercial purposes, provided that everything that indicates or enables a use for commercial purposes will be removed. Failure to do so will:
- SWOOT give the right to terminate the Swoot Service/Application immediately, without a delay to do so being considered as a waiver of that right
 - require the payment of the applicable fees if a new license period has commenced
 - make the developer liable for any claims from third parties who have obtained a license under the assumption that the use of the said Swoot application for commercial purposes has ended
- 8.6** After conversion into a Swoot application for non-commercial purposes, an application for a renewed license can be made at all times. However, the regular application procedure shall apply.
- 8.7** When the developer gives notice to end the Swoot application or when the license expires, SWOOT has the right to place a redirection message behind the desktop icon. The developer will fully cooperate with the placement of the redirection message.

Article 9 – Liability

- 9.1** The developer is entirely responsible and liable for the development and maintenance, the functioning and the contents of its site and Swoot Service/Application. The developer will safeguard, hold harmless and indemnify SWOOT and its Affiliates, partners, third person content providers and licensors and each of their respective directors, officers, employees and agents from and against any and all claims, actions, suits, proceedings, judgments, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and related reasonable costs) arising directly or indirectly out of or in connection with the use of the Swoot Service from any person in relation thereto, including but not limited to, claims related to infringement of copyrights, tax regulations and sales or promotion through the Internet and/or the Swoot Service.
- 9.2** Except in a case of intent or willful misconduct by SWOOT, SWOOT is not responsible for any damage and/or costs and/or loss of income of the developer concerning placement in SWOOT owned Swoot Services/Applications and the SWOOT portal. In no case SWOOT will be liable for any damages and/or costs and/or loss of income as a result of not proper functioning of the SWOOT site, SWOOT owned Swoot Service, The Swoot Technology, Swoot Service, technical disturbances, etc.
- 9.3** The developer acknowledges and agrees that the use of the Site/Swoot Services, Software and Services takes entirely place at his own risk. Support regarding the Software and Services is only provided subject to the terms of a separate agreement between the developer and Swoot.

Article 10 - (Limitations of) Liability

- 10.1** The developer understands that users post Content and that Swoot has virtually non or only very limited control over the Content that is made available via the Site/Swoot Services. The developer understands that by using the Site/Swoot Services, people may be exposed to this Content. The developer acknowledges that Swoot will not be liable for (a) Content, including without limitation the subject matter of any Content, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use or download of any Content posted, emailed, transmitted, or

otherwise made available via the Site or Services; (b) the deletion, failure to store, mis-delivery, or untimely delivery of any information or material; (c) Site unavailability or Service interruptions; or (c) the defamatory, offensive, or illegal conduct of any third person

10.2 Swoot may make changes to the Materials, including without limitation, the prices and descriptions of any listed products at any time, without notice. The Materials on this Site/Swoot Services may be out of date and Swoot makes no commitment to update such Materials. The Site/Swoot Services could include technical or other mistakes, inaccuracies or typographical errors. Swoot assumes no responsibility for errors or omissions in the Materials and/or other services, which are included on, referenced by or linked to this Site/Swoot Services. References to other corporations, Site/ Swoot Service, services and products are provided "as is" without warranty of any kind, either express or implied.

10.3 IN NO EVENT SHALL SWOOT, ITS AFFILIATES, CLIENTS, SUPPLIERS OR LICENSORS HAVE ANY LIABILITY TO THE DEVELOPER, USER, OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SWOOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. SWOOT IS NOT RESPONSIBLE FOR CLAIMS BY A THIRD PERSON. IN NO EVENT SHALL SWOOT'S (OR ITS SUPPLIERS, CLIENTS OR LICENSORS') MAXIMUM AGGREGATE LIABILITY TO ANY PERSON FOR DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED € 1,00 (ONE) EURO.

10.4 The developer or any other user shall safeguard, hold harmless and indemnify Swoot and its Affiliates from any third person claims in relation to the specific used may by him, including without limitation claims related to the content of the Swoot Service of the developer.

Article 11 – Content of the Site and Swoot Services

11.1 The Site/Swoot Services may contain chat areas, news groups, forums, communities and/or other message or communication facilities designed to enable the developer or any user to communicate with others.

11.2 SWOOT does not claim ownership of the content, information or materials that the developer or any user provides to SWOOT (including feedback and suggestions) or post, upload, input or submit to the Site/Swoot Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") any Submission the person in question is granting Swoot, its affiliated companies and necessary licensees permission to use the Submission, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish the name of the person who made the Submission in connection with your Submission; and the right to sublicense such rights.

11.3 No compensation will be paid with respect to the use of any Submission, other than as provided herein. Swoot is under no obligation to post or use any Submission you may provide and Swoot may remove any Submission at any time in its sole discretion.

11.4 By Posting a Submission the person in question warrants and represents to be the owner or is otherwise in control all of the rights to the Submission as described in these Terms including, without limitation, all the rights necessary to provide, post, upload, input or submit the Submissions. Upon reasonable request by Swoot, the person in question will provide information related to any claim that the Submission infringes any third person rights.

Article 12 – Choice of Law and Jurisdiction

12.1 SWOOT controls the Terms, the Swoot development ship and the Sites/Swoot Services (excluding links to External Sites/Swoot Services), notwithstanding the physical location of the servers on which the content resides. By accessing the Sites/Swoot Services, you and SWOOT agree that all matters relating to your access to, or use of, these Sites/Swoot Services shall be governed by the laws of the Netherlands applicable therein. All disputes will be submitted to the exclusive jurisdiction and venue of the competent courts in the Netherlands.

12.2 The Technology and accompanying documentation that is made available for download from the Site/Swoot Services is the intellectual property of Swoot and/or its Affiliates and/or its Suppliers. Use of the Technology is subject to the distribution terms of TAC, which accompanies or is included in such Technology. The Technology is made available for download solely for use by end users according to the Terms. Any reproduction or redistribution of the Technology not in accordance with the terms is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE TECHNOLOGY TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH TECHNOLOGY.

Article 13 - Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN AN END USER LICENSE AGREEMENT ACCOMPANYING SOFTWARE/TECHNOLOGY DOWNLOADED FROM THE SWOOT SITE/SWOOT SERVICES OR OTHERWISE IN A WRITTEN AGREEMENT BETWEEN ANY PERSON AND SWOOT, ALL MATERIALS ON THE SWOOT WEBSTE AND/OR SWOOT SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. SWOOT HAS TAKEN ALL REASONABLE CARE TO ENSURE THIS TECHNOLOGY FUNCTIONS CORRECTLY AND CONTAINS NO ERRORS, VIRUSES OR DEFECTS BUT DO NOT WARRANT THAT THIS IS THE CASE. YOU ASSUME THE ENTIRE RISK AND ACKNOWLEDGE THAT EITHER SWOOT, ITS AFFILIATES, CLIENTS, SUPPLIERS OR LICENSORS CAN BE HELD RESPONSIBLE AS TO THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY INFORMATION, CONTENT OR MATERIALS THROUGH THE SITE/SWOOT SERVICES, AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. WITHOUT LIMITING THE FOREGOING, SWOOT MAKES NO WARRANTY THAT (I) THE SITE/SWOOT SERVICES WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SITE/SWOOT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) THE RESULTS THAT YOU MAY OBTAIN FROM USING THE SITE/SWOOT SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE/SWOOT SERVICES WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN SOFTWARE/TECHNOLOGY OBTAINED FROM THE SITE/SWOOT SERVICES WILL BE CORRECTED; AND, (VI) THIS SITE/SWOOT SERVICES OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE ADVISED TO ENSURE THAT YOU TAKE REGULAR PRECAUTIONS TO PROTECT YOUR COMPUTER FROM VIRUS INFECTION AND TO MAKE BACKUP COPIES OF YOUR DATA AND APPLICATIONS BEFORE COMMENCING INSTALLATION OF THIS TECHNOLOGY.

Article 14 - Privacy Policy Statement

The terms of SWOOT's Privacy Policy Statement ("Privacy Policy") are incorporated into the Terms by reference. By accepting the Terms, you acknowledge that you have read, understand and agree to be bound by the Privacy Policy.

Article 15 - International Users

15.1 The Site/Swoot Services can be accessed from countries around the world and may contain references to products, services and programs that are not available in every country. These references do not imply that Swoot intends to announce such products, services or programs in every country. Anyone who chooses to access this Site/Swoot Services will do so on his/her own initiative and will be responsible for compliance with local laws.

15.2 The Terms are in several languages, the English version shall be controlling in all respects.

Article 16 - Trademarks

SWOOT, its Affiliates and/or Suppliers are the owners of trademarks or registered trademarks, including



without limitation: Swoot Services, the Swoot logo, the remote control, swooties, photoswoot, and the combination of the swoot logo and Swoot word mark.

Other product and company names displayed on the Site/Swoot Services may be trademarks or registered trademarks of their respective owners. Unless specifically noted to the contrary, the example companies, products, domain names, e-mail addresses, logos, people and events depicted on this Site/Swoot Services are fictitious and no association with any real company, organization, product, domain name, e-mail address, logo, person or event is intended or should be inferred.

17. Miscellaneous

17.1 The developer will never pass himself off as an agent or representative of SWOOT and in particular will not make promises or commitments for or on behalf of SWOOT.

17.2 SWOOT is authorized to change the Terms at all times. SWOOT will provide notice of such change. In case the modified Terms are not acceptable for the Swoot developer, the Swoot developer is entitled to end the Swoot Service. If the Swoot developer does not terminate the Swoot Service within 5 working days after the notification of a change in the Terms, the Swoot developer is considered to have accepted the modified Terms.

17.3 If any provision of this agreement should be contrary to applicable laws and statutes, this provision will be modified in accordance with the applicable laws and statutes taking into account the scope of the provision concerned.

17.4 The developer and/or any user acknowledges and agrees that except for the rights expressly granted above, all other right, title and interest in and to the Site/Swoot Services, Software and Services, including any and all patent, trademark, copyright, trade secret, intellectual and industrial property rights remain the sole and exclusive property of Swoot, its Affiliates its suppliers and/or its licensors. Except as specifically set out in the Terms, no person is authorized to use Swoot's name or any of its trademarks or those of its Affiliates, its suppliers and/or its licensors in any manner whatsoever, absent prior written approval from Swoot.

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Contact Information

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