

# Terms of Use [updated 20th April 2020]

## Introduction

This Agreement together with any documents referred to in them (collectively the Agreement) tell you the terms on which You (the user) may make use of our main online marketplace, SwiftQuote, and any related domains or subdomains (the Website) whether as a visitor or a registered user, and the services provided via [app.swiftquote.us](http://app.swiftquote.us).

Please read this Agreement carefully before you start to make any use of [app.swiftquote.us](http://app.swiftquote.us) or claim your online profile, as they will apply to your use of it (although please note that they will not apply to any third party services you request through [app.swiftquote.us](http://app.swiftquote.us)).

By using [app.swiftquote.us](http://app.swiftquote.us), you confirm that you have read and accepted this Agreement and that you agree to comply with and abide by them while making use of the marketplace. If you do not agree to them, you must not use [app.swiftquote.us](http://app.swiftquote.us).

Our parent company, SwiftComply, partners with owners of sewer networks and regulatory bodies which include water companies, municipal authorities, and local government bodies (Authorities). Data including compliance documentation (pumping manifests, work orders, and required images of serviced areas), contact information, and grease control device and frequency information may be shared between SwiftComply and SwiftQuote to ensure compliance standards are met.

We provide an online service that enables business service interactions such as the ability to request or custom quotes, and book services online. We allow you to share service documentation with participating Authorities, both municipal and corporate, via the automatic uploading of compliance documents to SwiftComply's database. This is to assist with demonstrating

that services are completed and meeting the rules and regulations of that Authority.

We provide a service which enables the users to compare a number of service requests, create custom quotes, and book services online. If additional information is needed about the requested service, we recommend users communicate directly via the built in instant messenger. We do not provide advice in relation to the services compared, nor do we provide a recommendation or endorsement for any supplier.

When it comes to our suppliers, we do not choose favorites. We offer impartial and independent comparison for customers based on user-reviews, and our provider directory is searchable based on certain user-defined criteria.

## **Other applicable terms**

This Agreement refers to our privacy and cookie policy, which sets out the terms on which we process any data we collect from You or that you provide to Us, as well as information about the cookies and/or other similar technologies (for example, analytics) we use. By using [app.swiftquote.us](https://app.swiftquote.us), You consent to such processing and You warrant that all data provided by you is accurate.

When You claim your account on [app.swiftquote.us](https://app.swiftquote.us) you may be required to upload certain service documentation specific to the terms relevant to your jurisdiction.

We may also agree on terms that are specific to our contract with you and this Agreement will always form part of our contract with you.

## **Information about us and how to contact us**

[App.swiftquote.us](http://App.swiftquote.us) is an online marketplace that connects service providers with food service establishments in need of services as listed on the Website. It enables customer users to discover, request, book, and pay for services online. It enables provider users to create custom business profiles, create custom quotes, receive payment, upload compliance documents upload to the site and, in some cases, automatically submit compliance documents to participating regulators via SwiftComply.

In the USA, [app.swiftquote.us](http://app.swiftquote.us) is operated by SwiftComply US OpCo, Inc. SwiftComply US OpCo, Inc is a corporation organized and existing under the laws of Delaware. The Corporation's registered office in the state of Delaware is 2035 Sunset Lake road, Suite B-2, in the city of Newark, zip code 19702 and county of New Castle % of the registered agent Rocket Lawyer Corporate Services LLC.

If you wish to contact us in writing, have a complaint, or are required to give us notice in writing, you can send this to us by email at [support@swiftquote.us](mailto:support@swiftquote.us) or by pre-paid post to 1125 SE Division St. #219, Portland, OR 97202. If we have to contact you or give you notice in writing, we will do so by email to any email address you provide to us.

## **Our Services**

We provide the platform that allows service providers and food businesses to connect, request quotes, book and pay for services online.

We provide the platform that allows customers to compare prices, request quotes, and book services with providers. We do not, ourselves, provide any waste management services or other services of the type listed on the Website as being provided by service providers and any contract for the provision of those services is between the provider and the customer (and not us). It is up to the relevant service provider to perform any services requested through [app.swiftquote.us](http://app.swiftquote.us) and You, the provider and customer users, agree to comply with any terms of service that apply.

We do not contract service providers and, unless otherwise specified in this Agreement, we are not responsible for (and make no representations, warranties, or guarantees as to) the behavior, acts, or omissions of any service providers or customers engaged with through app.swiftquote.us or the quality of the services they provide.

If you have a complaint in relation to the services provided by a service provider, you can file a dispute on app.swiftquote.us. That complaint must be taken up with the service provider directly. If you are unable to resolve a dispute with a service provider or customer, and you cannot come to an agreement, please contact us and we will use our reasonable endeavours to try to resolve the dispute.

To protect our providers, SwiftQuote has the option to charge a cancellation fee. Additionally, customers are able to leave reviews or file disputes online.

We do take reasonable measures to ensure the suitability and quality of the service providers, including, without limitation, verifying insurance documents and licences, and reviewing certain policies and procedures. These documents are optional for providers to upload, but are suggested. However, you acknowledge that, in carrying out any checks, we may be reliant on information supplied by third parties and we cannot guarantee that such information is accurate. We also cannot guarantee that any particular service provider is suitable, customers use service providers at your own risk. However, we may remove a service provider from app.swiftquote.us on the basis of any feedback users provide in relation to that service provider if we deem it appropriate, but are under no obligation to do so. Providers may also be removed from the SwiftComply directory per the city regulators orders.

## **Data Usage**

We will take all necessary measures to protect you in accordance with our privacy and cookies policy.

For you to provide or receive services booked on SwiftQuote, we must share your data with the Service Provider or customer selected. The process of booking and completing the service generates certain information including but not limited to: the type, number and location of grease traps at your premises; type, number and location of backflow devices at your premises; the type, number and location of other kitchen equipment; the date of the service; the time of the service; the next service due date; and, sometimes before and after photographs of your grease trap or kitchen equipment. This information will be stored on SwiftQuote and, when relevant, compliance documents and photos will be shared with SwiftComply's database to meet city regulations without added steps for providers. This information will also be shared with the relevant Authority or their agent who may rely on the information for judging compliance.

Customer details, such as business address and phone number, will not be shared with providers until services are booked. Provider phone numbers are not publicly displayed on profile, but are required during sign up.

## **Changes to this Agreement and updates to the Website**

We may revise this Agreement at any time and you should check this Agreement from time to time to take notice of any changes we have made, as they are legally binding on you. We may also notify you of any changes by email. If you do not agree to any such changes, stop using [app.swiftquote.us](https://app.swiftquote.us).

This Agreement was last updated on 20th April 2020.

We may (but are under no obligation to) update or change the content on the Website at any time.

Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on [app.swiftquote.us](https://app.swiftquote.us) or given to you in writing.

## **Accessing app.swiftquote.us**

SwiftQuote is made available free of charge to sign up as both a customer and supplier.

We make no representations, warranties or guarantees, whether express or implied, that app.swiftquote.us or any content on it: (i) will always be available or be uninterrupted; (ii) will be error-free, accurate, complete or up-to-date; or (iii) will be secure or free from bugs or viruses.

Access to app.swiftquote.us is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of it without notice. We will not be liable to you if, for any reason, app.swiftquote.us is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to access app.swiftquote.us (including configuring your information technology) and you should use your own virus protection software.

## **Registration and security**

Use of, and access to, certain parts of app.swiftquote.us may require you to register with us. If you wish to register, you must complete all of the fields on the relevant registration page.

You must not create your own app.swiftquote.us account using an email address other than your own or one that you are permitted to use and, if you know or suspect that someone other than you has successfully registered to use app.swiftquote.us using your email address, you must notify us immediately at [support@swiftquote.us](mailto:support@swiftquote.us).

As a service provider, if you choose to claim your demo profile, you will be required to provide an email address that is your own or one that you are permitted to use. This email will replace the demo email created by

SwiftQuote and you will receive a password reset email with instructions. After you reset the password, the account is no longer accessible to SwiftQuote team members.

If you do not wish to have your demo profile live on SwiftQuote, email [support@swiftquote.us](mailto:support@swiftquote.us) and request its removal.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of this Agreement.

You may not authorize others to access app.swiftquote.us using your username and password and you may not assign or otherwise transfer your account to any other person or entity. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at support@swiftquote.us and change your password.

You are responsible for all acts and omissions of any third parties who use your username or password to access app.swiftquote.us, whether fraudulently or not, and you agree to reimburse us on demand for any loss we suffer as a result of such use.

By registering with app.swiftquote.us as a customer, you provide us with permission to use data relating to your address and the type and location of your grease control devices, backflow devices,, or other equipment that is relevant to be able to offer you services from the service provider.

## **Pricing and payment**

We do not control the price, length of offers, or special conditions relating to pricing. These are set by product and by service providers. Service providers' prices, rates, and offer times are updated and may be custom per job, so pricing and quotes can be subject to change. We currently collect a 9% commission fee due to the service provider on all services. This is subject to change and reduced commission may be available for recurring services and based on volume. An additional 2.9% fee is applied to

credit card payments which are handled through our payment processing partner, Stripe.

Payment processing services for users and service providers on app.swiftquote.us are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing to this Agreement or continuing to operate as a user or service provider on app.swiftquote.us, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of app.swiftquote.us enabling payment processing services through Stripe, you agree to provide app.swiftquote.us accurate and complete information about you and your business, and you authorize app.swiftquote.us to share it and transaction information related to your use of the payment processing services provided by Stripe.

Customers can pay for services by cash, check, or credit card. All cash or check payments are handled externally between providers and customers. SwiftQuote is not responsible for late payments or inaccurate payments done in cash or by check. We guarantee payment by credit card within 48 hours of service completion.

Adding your credit card and banking information is optional. It is suggested that providers add banking information to broaden their customer base and quickly collect payment. Customers who only pay by credit card will not see your businesses if they filter by payment method and you do not accept credit card payments.. Additionally, linking your business bank account allows you to easily pay commission fees on cash/check payments. All banking information is stored externally, through Stripe.

There may be instances where a service provider is not able to successfully complete a service, for reasons including, without limitation, that the service provider does not have access or permission to work at the location you provided, that the location does not meet health and safety or access requirements or that the information you provided is inaccurate or incomplete. In such instances, you (Customer) may be charged a cancellation fee. If we are informed by the service provider that there are



additional charges to pay, we will take payment of the balance following completion of the services.

If any commission fees remain unpaid after 5 days by the supplier we reserve the right: (i) to charge interest on the outstanding amount at the rate applicable to judgment debts under the Late Payment of Commercial Debts (Interest) Act 1998; (ii) to arrange for any further bookings made by you to be suspended; and/or (iii) to take such other action as we deem appropriate, including, without limitation, immediate, temporary or permanent withdrawal of your right to use app.swiftquote.us.

All fees will be shown excluding VAT or sales tax which will be added when payment is processed at the prevailing rate.

## **Booking process and cancellation**

Bookings can be made on a one-off basis at least 48 hours in advance. When you make a booking, we will confirm your booking via email. Customers also have the ability to book recurring services with a designated provider.

If you (Customer) decide to cancel a booking, you may do so with no charge via SwiftQuote provided you cancel no less than 48 hours before the scheduled start time. If you, the customer, cancel within 48 hours of the scheduled start time, you may be subject to payment of the cancellation fee set by the service provider. This fee will be charged to the credit card on file.

Cancellations directly with the relevant service provider are not permitted and will not be accepted.

If a booking is cancelled by the service provider or if the service provider fails to attend the agreed location to provide the services requested, you must notify us within 72 hours following the scheduled start time and, if still required, make another request for the relevant services to be provided by the service provider (or another service provider). If we have already taken

payment, we will offer you a full refund in respect of the relevant amount if you do not wish to reschedule the booking. You agree to hold us harmless from any liability that may result from the cancellation.

## **Termination**

We may terminate this Agreement or terminate or suspend your account immediately at any time for any reason or for no reason upon notice to you. If we terminate or suspend your account, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to pursue any available legal action. When terminating your account, we may delete the account and any information in it. You have no ownership rights to your account.

You may terminate this Agreement by completely and permanently ceasing to use app.swiftquote.us (provided that there are no outstanding service orders or commission fees requiring payment). If you attempt to terminate this Agreement while there are still outstanding service orders or fees due, this Agreement shall not terminate until such services have been performed or fees have been paid or otherwise cancelled as permitted by this Agreement.

As a service provider User PLEASE NOTE SwiftQuote reserves the right to deactivate you as a user if you do not properly meet our terms. We want to ensure the best experience for all of our users, therefore we remove service providers that do not meet the requirements. If you would like more details of this, please contact us [support@swiftquote.us](mailto:support@swiftquote.us).

## **Customers**

You agree to treat service providers courteously and lawfully and to provide a safe and appropriate working environment for them in compliance with all applicable laws and regulations. You also agree to

provide them with all reasonable information and cooperation required to enable them to provide the services you have requested.

You acknowledge that your preferred service provider, if you have one, may be unavailable from time to time, whether due to illness or vacation or through ceasing to use app.swiftquote.us.

You agree, for so long as the Agreement between you and us is in force and for a period of twelve months thereafter, not to book the services of, or engage, any service provider you have used, or whose contact details you have received from us, other than via app.swiftquote.us.

## **Sharing Information with Regulators**

As a Customer user (owner of a food service establishment i.e. FSE) and a Provider user (a Service Provider) you agree to share information about completed services with regulatory agencies, i.e. SwiftComply application users.

If you have any issues or concerns or need further information regarding the information shared with the regulators please do not hesitate to contact us via email on support@swiftquote.us.

## **Email Terms and Conditions**

By checking the box to sign up for one or more email messaging programs, you expressly consent to receive non-marketing and marketing email messages from SwiftQuote and others emailing on its behalf, including emails made with an auto mailer, at the email(s) that you provide. You may opt-out of these communications at any time, and consent to receive marketing email messages is not required to purchase any goods or services. You consent to email messages regarding upcoming services, quote notifications, cancellations, and updates to your account.

## **Message Frequency**

The number of email messages that you receive will vary depending on your level of activity and number services you book or create quotes for on SwiftQuote.

## **Access points**

SwiftQuote can be accessed using an internet browser and is designed to work on desktops/laptops, ipads, and phones with internet access. SwiftQuote is not responsible for any costs incurred for using the internet on such devices.

## **How to Opt-Out**

You can unsubscribe from SwiftQuote emails by selecting "Unsubscribe" on the bottom of the email. It is only recommended to unsubscribe from email notifications if you intend to cease all use of SwiftQuote. Reminders for upcoming services, activity on account, and communication with customers is delivered via email.

## **Your Mobile Telephone Number**

You represent that you are the account holder for the mobile telephone number(s) that you provide. You are responsible for updating your phone number on SwiftQuote, should it change.

## **Access or Delivery to Mobile Network is Not Guaranteed**

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services,

are outside of SwiftQuote's control, and SwiftQuote is not responsible or liable for issues arising from them.

## **Support/Help**

To request more information, email [support@swiftquote.us](mailto:support@swiftquote.us) or call (844) 376-9048.

## **Eligibility**

To receive SwiftQuote emails, you must be a resident of the United States and 18 years of age or older. SwiftQuote reserves the right to require you to prove that you are at least 18 years of age.

## **Changes to Terms and Conditions**

SwiftQuote may revise, modify, or amend these email Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to the SwiftQuote website. You agree to review these email Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive SwiftQuote emails will indicate your acceptance of those changes.

## **Termination of Email**

SwiftQuote may suspend or terminate your receipt of SwiftQuote email if we believe that you are in breach of these email Terms and Conditions. Your receipt of email from SwiftQuote is also subject to termination in the event that your internet service terminates or lapses. We reserve the right to modify or discontinue, temporarily or permanently, all or any part of our email messages, with or without notice.

## **Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in app.swiftquote.us and in the material published on it. You acknowledge that you have no rights in or to app.swiftquote.us or the technology used or supported by it other than the right to use it in accordance with this Agreement. If you use any part of app.swiftquote.us in breach of this Agreement, your right to use app.swiftquote.us will cease immediately.

You must not use any part of the content on app.swiftquote.us for commercial purposes without obtaining a licence or other written consent to do so from us or our licensors.

SwiftQuote is a registered trademark of SwiftComply. We reserve all rights in these trademarks, the app.swiftquote.us domain name and all related domains and subdomains and any other logos, service marks, brand names, trading names and/or trademarks appearing anywhere on app.swiftquote.us and nothing in this Agreement should be construed as granting any licence or right to use any of such trademarks or domain names.

Other trademarks, products and company or brand names mentioned on app.swiftquote.us may be the trademarks of their respective owners or licensors and all rights in such trademarks are reserved to their respective owners or licensors.

## **Liability**

You acknowledge that app.swiftquote.us has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of app.swiftquote.us meet your requirements.

You may only use app.swiftquote.us for lawful purposes. You may not use it:

- in any way that breaches any applicable local, national or international laws or regulations;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- to send, knowingly receive, upload or download, use or reuse any material which does not comply with our content standards as set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed adversely to affect the operation of any computer software or hardware;
- in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users of app.swiftquote.us; or
- to collect or harvest any information or data from app.swiftquote.us or our systems or attempt to decipher any transmissions to or from the servers running app.swiftquote.us.

You also agree:

- not to permit app.swiftquote.us or any part of it to be combined with, or become incorporated in, any other programs;
- not to reproduce, duplicate, copy or resell any part of app.swiftquote.us in contravention of this Agreement; and
- not to access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same): (i) the accounts of other users of app.swiftquote.us; (ii) any part of app.swiftquote.us or its security measures; (iii) any equipment or network on which app.swiftquote.us is stored; (iv) any software used in the provision of app.swiftquote.us; or (v) any equipment or network or software owned or used by any third party.

Unless otherwise specified in this Agreement, we will only be liable to you for any loss or damage (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising under, or in connection with, your use of, or inability to use, app.swiftquote.us if such loss or damage is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach of this Agreement or our negligence or if it was reasonably contemplated by you and us at the time of the agreement between us coming into effect as a possible result of such breach or negligence.

Our maximum aggregate liability under, or in connection with, this Agreement (including your use of app.swiftquote.us) whether in contract, tort (including negligence) breach of statutory duty or otherwise, shall in all circumstances be limited to the service fee paid by you to us during the 12 month period immediately prior to the liability arising.

We will not be liable for: (i) loss of profits, sales, business or revenue; (ii) business interruption; (iii) loss of anticipated savings or interest; (iv) loss of business opportunity; (v) loss of or damage to data; (vi) loss of or damage to reputation or goodwill; or (vii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to app.swiftquote.us or any content on it, whether express or implied. You agree not to use app.swiftquote.us for any resale purposes and, if you do, we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We will not under any circumstances be liable for:

- the behaviour, acts or omissions of any service providers you engage through app.swiftquote.us or the quality of the services they provide; or
- any loss or damage caused by any bug, virus, distributed denial-of-service attack or other technologically harmful material that may infect your information technology (including your Mobile



Device), data or other proprietary material due to your use of app.swiftquote.us or your downloading of any content on it or on any website linked to it.

Nothing in this Agreement excludes or limits our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by US law.

## **Linking to the Site**

You may link your SwiftQuote profile, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link to the homepage in any website that is not owned by you or in such a way as to suggest any form of association, approval or endorsement on our part where none exists. SwiftQuote must not be framed on any other site, nor may you create a link to any part of SwiftQuote other than your business profile.

We reserve the right to withdraw linking permission without notice. If you wish to make any use of any content on SwiftQuote other than that set out above, please contact us at [support@swiftquote.us](mailto:support@swiftquote.us).

## **Links to third party websites and resources**

SwiftQuote may contain logos and/or brand names of third parties, and/or links (such as hyperlinks) to third-party websites. Such brands, logos, and links do not constitute our endorsement of those parties, sites or their content. They are provided as an information service, for reference and convenience only. We do not control any such sites, and are not responsible for their availability or accuracy, or content, advertising, or products or services. The existence of links on SwiftQuote to such websites (including without limitation external websites that are framed by app.swiftquote.us as well as any advertisements displayed in connection therewith) does not mean that we endorse any of the material on such

websites, or have any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites. We expressly disclaim any liability arising in connection with your use and/or viewing of any websites, others' brands or logos, or other material associated with links, logos or brand names that may appear on SwiftQuote. You hereby agree to hold us harmless from any liability that may result from the use of links that may appear on SwiftQuote.

## **Events outside our control**

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of our obligations under this Agreement that is caused by any event or circumstance beyond our reasonable control, including any failure of public or private telecommunications networks or any delays or latency due to your physical location or your wireless data service provider's network.

## **Other important terms**

We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.

You may only transfer your rights or obligations under this Agreement to another person if we agree in writing.

If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

This Agreement is not intended to confer rights on anyone other than you and us.

## **Applicable law**

This Agreement, its subject matter and formation are governed by US law and subject to the exclusive jurisdiction of the US judicial system.

Nothing in the foregoing paragraph will limit our right to take proceedings against you in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude us from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.