

User Agreement

This is an important document which you must read and understand before using www.swifttask.com website at any time.

This document was created on 17th April 2011.

This document determines the terms on which SwiftTask.com offers you access to its website and services.

User Agreement acceptance

The below user agreement ("User Agreement" or "Agreement") is a contract between you and SwiftTask – a subsidiary of GAMMA Computers, trade license number (1049814) - operating the www.swifttask.com website ("Site"). The site and its services are offered to you based on your conditional acceptance to the terms and conditions mentioned hereafter. Please review carefully the terms and conditions below before using. Your continuous use of the site means that you agree to be bound by the terms mentioned in this agreement in the future.

This User Agreement and all policies and terms incorporated by reference constitute the entire agreement between you and SwiftTask.com as to its subject matter.

If you do not agree to any of these terms and conditions you should immediately cease to use the Site. Please note that we may close, suspend, or limit your access to your SwiftTask.com account ("Account") or the Services provided by us on the Site ("Services"), and/or limit access to your funds if you carry out activities which are in contravention of this User Agreement and its associated policies incorporated by reference.

User Agreement Amendment

SwiftTask.com may amend or change part or all this user agreement anytime, without notice, then posting the amended version on its site or any linked information and announce it. Users will then be held liable to all terms and conditions mentioned in the amended version as it will be effective immediately.

1. ELIGIBILITY

SwiftTask.com offers its services to its users. We shall be absolutely cautious as to whether or not to accept a user or site to participate in the service. Only individual or entities that can form legally binding contracts under the current law will be accepted. Without limiting the foregoing, users under 18 years old will not be accepted to use the site. Users do not qualify, they cannot use any of SwiftTask.com's services including, but not limited to, those that require the User's ability to form legally binding contracts. Each User is responsible for what occurs on their Account and must report any unauthorized use of their Account to us.

2. USERS

The Terms "You", "Your", "User", "Users" refers to anyone accessing the site or using the services on it for any reason.

SwiftTask.com provides a platform for Users who wish to provide professional services "Freelancers" and who seek professional service "Task Providers" (respectively or jointly as the "Parties" and individually as a "Party"). The site enables the parties to identify themselves, showcase their work, and complete and pay for projects.

3. LEGAL RELATIONSHIP BETWEEN YOU AND SWIFTTASK

• TERMINATION

SwiftTask.com reserves the right to terminate the user accounts that violate the terms and conditions of this Agreement. Furthermore, without limiting the foregoing, the User's participation may be terminated if we think that they are creating problems, legal liabilities (actual or potential), infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

• Relationship between Users

The parties engaged in a project are the Freelancer(s) and Task Provider(s). The Freelancer agrees to deliver and the Task Provider agrees to purchase the Freelancer's services in according with the following agreements; (1) the User Agreement, (2) the User Services Agreement between the Task Provider and Freelancer available on the site; (3) any other contractual provisions accepted by both the Freelancer and Task Provider uploaded to the Site, to the extent not inconsistent with the User Agreement; (4) the project terms as awarded and accepted on the Site, to the extent not inconsistent with the User Agreement.

By agreeing to this Agreement you agree not to enter into any contractual provisions in conflict with this Agreement. Any provision of a member contract in conflict with the User Agreement is void.

- **USER RESPONSIBILITIES**

The responsibilities of users in the site are set out in the Services Agreement between the parties.

A legally binding contract is created when the parties enter into a transaction together, unless the transaction is prohibited by law or by this User Agreement.

It is your responsibility to comply with your obligations to other Users; otherwise, you may be held liable to that User(s). It is also your responsibility to be aware of any domestic laws (including common law), international laws, statutes, ordinances and regulations relevant to you as a Task Provider or Freelancer, or in any other uses you wish to make and make of the site.

SwiftTask.com has no responsibility for enforcing User rights. It is your sole responsibility to enforce any rights you believe are yours if another User breaches any obligation to be yours.

- **NO INSURANCE**

SwiftTask.com has no obligation of offering any form of insurance to any User(s) which will assist them; its role is to provide a platform to Users where they can offer, buy and sell professional services only and is not otherwise involved in any transactions or interactions between users. However, some forms of payment allowed on the site, such as PayPal and credit card, may offer limited User protection or chargeback services; it is your responsibility to familiarize yourself with these forms before proceeding into a transactions dealing with them through the site.

Because user identification on the Internet is difficult, we cannot and does not confirm each User's purported identity.

- **CONTRACTORS' INDEPENDENCY**

Users have the liberty to choose whether or not to enter into agreements between themselves which will determine their relationship. Nothing in this User Agreement creates a partnership, joint venture, agency or employment relationship between: (1) Users; or (2) between us and any User.

- **SERVICES OFFERED BY SWIFTTASK.COM**

SwiftTask.com provides a wide range of tools, content, benefits and other resources on its Site that are of particular interest to Users which enable them to manage their careers or businesses efficiently and cost-effectively. These Services are for use only under a non-exclusive, non-transferable, and non-assignable license under these terms and conditions of use. You do not have the right, thus will be held liable, right to copy, sell, or otherwise exploit for any commercial purpose the Services or content (in whole or in part), or have access to this service or use of this service.

Services offered on the site may include feedback to questions by Users of the service and/or articles with original content and opinions. The User will handle all risk associated with the use of this content, as there is no warranty that the information is accurate or reliable. SwiftTask .com and its related entities and personals from any direct or indirect loss or damage that may occur as a result of relying on anything contained or omitted from this content.

- **TERMS OF USE**

The user understands and agrees to the following terms:

The site acts as a platform where Users are able to offer and buy professional services. You agree and acknowledge that SwiftTask.com is not involved in any actual transaction between the Parties, thus has no control over the quality and legality of professional services provided by Task Providers on the site, or the freelancers to provide the services or Task Providers to pay for the services. Moreover, no guarantees are provided that Users will actually complete an act or transaction lawfully through the site. Some of the content on the site may include information related to different subjects such as financial cases, health matters, legal advices or other content which is provided as in an advisory nature. This content is provided for informational, general non-advisory purposes. It is up to the User(s) to validate this information with a professional(s) of the related field(s). SwiftTask.com urges its Users to consult professionals of the related fields if the content is used for a certain discipline-related advice.

The content and information on the site will be continuously changing. Any content or information (in whole or in part) may be harmful, offensive, inaccurate, mislabeled or deceptively labeled accidentally by SwiftTask.com or accidentally or purposefully deceptively labeled by a third party, regardless if such third parties are with or without a legitimate business purpose.

SwiftTask.com provides unmonitored access to third-party content. SwiftTask.com is only acting as a platform and/or portal, and has no liability based on, or related to, the third-party content on this Site, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline. This website may contain links to third-party websites. SwiftTask.com does not control nor always review the websites to which Users' links from the Site. SwiftTask.com, therefore, cannot endorse the content, products, services, practices, policies, or performance of the web sites we link to from the Site and Users should not treat any link as such an endorsement or acceptance of veracity or value.

SwiftTask.com does not take on any obligation to control, research, verify, validate, or approve the content that is received or viewed on its web site. We expect our Users to take any necessary actions to validate the content viewed on the Site before attempting to make use of this content with or without the use of their User Accounts.

4. FEES

All fees and charges are shown in SwiftTask.com FAQ sheet on the Site. All fees will be assessed in US dollars. User accounts and transactions made will be shown in US dollars.

SwiftTask.com earns fees for creating, hosting, maintaining, and providing the Site, and for all Services delivered by SwiftTask.com that are accessible through the Site and to cover expenses and fees SwiftTask.com incurs to banks, credit card companies, PayPal, and payment processors. After deducting such amounts, SwiftTask.com transfers the remaining payment amount to the Freelancer.

SwiftTask.com charges fees in relation to posting of a project (refundable); mutual acceptance on a project; hiding a project from search engines; hiding bids from other Users; and other miscellaneous fees that are described on the Site.

Users can obtain different membership types on the site that vary in their fee structure; you are highly required to read the [List of Fees](#).

5. AFFILIATE PROGRAM

- GENERAL

SwiftTask.com's affiliate program "Affiliate Program" is one that enables Users to get points through inviting Users "Referred Users" to join SwiftTask.com and become active users. These points can be transferred into value and use in the Site for various activities. You must comply with all of these requirements, and have an account that is in good standing.

- REQUIREMENTS FOR REFERRED USERS

A previous relationship/link between both yourself and the Referred Users must exist. You are strictly prohibited from referring users from group email addresses, third party bulk mailing lists, customer lists, or other similar sources. You may not send unsolicited e-mails ("Spam"). SwiftTask.com reserves the right to close and terminate any account immediately and permanently if caught doing the above actions.

- Points.

You will be awarded 20 points upon the registration and account activation of your referred Users through the "invitations" page. These points can be translated into value to help you accomplish various activities on the Site.

- Requirements

To be eligible for a Bonus, the Referred User must: (1) sign up for an Account; (2) become a User; and (3) not already have an Account at the time of the referral (or previously); (4) receive some revenue from working through the Site.

- DISCONTINUATION OR MODIFICATION OF THE AFFILIATE PROGRAM

SwiftTask.com may discontinue or modify the affiliate program at any time providing you with seven days prior notice.

6. MILESTONE PAYMENTS

- NOT AN ESCROW SERVICE

SwiftTask.com does not operate an escrow service. SwiftTask.com does have, however, a special, compulsory payment system that controls the flow of payments from Task Providers to Freelancers. The system will hold such funds "MILESTONE PAYMENTS" until the Task Provider acknowledges the work done is according to the required quality, or until the Task Provider and Freelancer have concluded the process of the Arbitration Services (as defined below). Once a Task Provider accepts the work done by the Freelancer that preformed the service for him/her, the Task Provider acknowledges that the Freelancer has completed the service fully and satisfactory.

SwiftTask.com will then disburse the Milestone Payment to the Freelancer. If a Task Provider does not approve a Freelancer's work product, the Parties agree to be bound by the terms of the Arbitration Services set out below.

- INACTIVE USERS

If a Task Provider does not accept or provide feedback with respect to a Milestone Payment within 15 days after the day that the Milestone Payment was made, and/or has not logged in during that time period, such Milestone Payment will be considered released to the Freelancer(s) and the work will be considered accepted.

7. ACCOUNTS

- OPENING ACCOUNT

To become a User and access the Site and Services you must register for an Account. You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Site, and to update this information to maintain its truthfulness, accuracy and completeness.

- ACCOUNTS

You agree that you will not receive any interest, benefits or other earnings of funds that SwiftTask.com handles as your contractor. However, SwiftTask.com may receive interest on those accounts, and will not be liable for any lost interest on those accounts.

All transaction amounts and funds will be stated and made in US dollars. If a withdrawal funding source is suspected to be fraudulent, SwiftTask.com reserves the right to suspend the withdrawal. SwiftTask.com will reverse immediately any funds that have been deposited fraudulently (ex. Stolen credit card). If a fraudulent withdrawal has been already processed, the User Account owner will be expected to return the funds to SwiftTask.com and all related charges or you shall face account termination and will be held liable to any remedies to for SwiftTask.com to recover the funds.

Any user that SwiftTask.com terminates because of violation of terms mentioned in this User Agreement will become liable for certain fees mentioned in this Agreement and will not receive any credit of payment.

SwiftTask.com requires its users to make all payments (receiving or paying) through its Milestone payment system with regards to any projects conducted via the site; although offline project participants may chose a different payment methodology, we recommend the online payment system for security and efficiency reasons. You agree that SwiftTask.com will not hold any funds that are delivered to SwiftTask.com from Users for the purchase and sale of services in a separate account, , but may commingle and deposit such funds with other funds to be paid to other Users and with funds of SwiftTask.com in any account, at any institution, or in any other manner SwiftTask.com may decide in its sole discretion from time to time. In addition, you understand that such commingled funds could be used to pay other Users and by SwiftTask.com for general corporate purposes or otherwise, provided that SwiftTask.com will remain contractually obligated to make payment to you, as a Freelancer or Task Provider, for any purchases and sales of Services provided by you through SwiftTask.com. You will be considered and unsecured creditor to SwiftTask.com to the extent that it is obligated to make payments to you.

- **ACKNOWLEDGEMENT**

You acknowledge that: (1) SwiftTask.com is not a bank or other licensed financial institution and does not provide banking services; (2) the amounts shown as on deposit, including Milestone Payments, in a User Account are not segregated into a separate account but represent unsecured obligations of SwiftTask.com to the User with respect to the purchase and sale of Services through SwiftTask.com; (3) SwiftTask.com is not acting as a trustee or fiduciary with respect to such funds or payments, but is acting only as an agent and (4) amounts transferred through or stored in the payment service are not insured or guaranteed deposits. Your Account will not constitute an escrow. By initiating and sending payments through SwiftTask.com, you appoint SwiftTask.com as your agent to obtain the funds and hold and to transfer such funds to the Freelancer or Task Provider for Services, subject to these terms and conditions.

- **INACTIVE ACCOUNTS**

User Accounts that have been inactive for more than 365 days ("Inactive Accounts") will incur a dormant account fee of US\$10 per month until either the Account is terminated or reactivated.

SwiftTask.com reserves the right to cancel inactive accounts with nil balances.

- **Chargeback**

You acknowledge and agree that any chargebacks (a chargeback occurs when a buyer rejects or reverses a charge on his or her credit card through the credit card issuer) on funds paid to you by Task Providers through the Site are your responsibility and you will not hold SwiftTask.com liable for such. You agree that SwiftTask.com may reverse any such payments that are subject to chargeback via our Payment Processors. To cover the cost of processing chargebacks, SwiftTask.com assesses a US\$20.00 fee to Users for credit and debit card payment chargebacks.

- **INSUFFICIENT FUNDS**

SwiftTask.com reserves the right to collect any fund amounts owing to it through any legal means if you have insufficient funds in your account to meet outstanding charges and fees.

- **TAXES**

Any tax amount that (future or current) we will be liable to pay based on account balances o the site will be made from our user accounts and we shall announce it accordingly. Any activities in your country that require certain tax charges will be your responsibility to cover. SwiftTask.com holds no obligation to carry out tax dues on behalf of a User.

8. PROJECT NEGOTIATIONS

- **PROHIBITION OF NEGOTIATING FEES OUTSIDE THE SITE**

Users are strictly prohibited to negotiate project fees outside of SwiftTask.com after the project or during an ongoing project (after being created and before being closed). If a project has been closed without concluding to choosing a Freelancer, it is prohibited to contact a freelancer and negotiate project fees about that project or any other project related information. Changing the project value is prohibited after it has been awarded to a Freelancer(s).

You are strictly prohibited from under-bidding on projects in an attempt to renegotiate the actual price privately, avoiding fees. We aim to provide a fair and open playing field at SwiftTask.com, and such activities interfere with

providing such a marketplace. SwiftTask.com charges project commissions on all funds received by either direct transfer or Milestone Payment through the site, regardless of the final bid amount.

We will not tolerate any fee avoidance or underbidding on the site, because we believe that our fees are fair and justified.

- **CONTACT DETAILS**

Users agree that they will not disclose their contact details on the site except in the email field in the registration form, or when asked by SwiftTask.com in any other time. We believe that there is no need for any contact information to be disclosed on the website, all discussions related to a project(s) can be made on the task board for the respective project(s). User's accounts that are found violating this condition will be terminated and held liable for any remedies that incur as a result.

9. USER CONTENT

Users are solely responsible for any information they provide to SwiftTask.com. Users understand and agree to the following:

SwiftTask.com acts as a platform for users to seek or provide professional support with their tasks/projects. No warranties for actual distribution and publication of User content apply. SwiftTask.com has the right (but not obligation) to take any action it finds most appropriate with respect to User content that may create liability for SwiftTask.com, harm its business operation or reputation, or cause SwiftTask.com to lose the services of its suppliers. User represents and warrants that User's content: (a) will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy; (b) will not violate any law or regulation; (c) will not be defamatory or trade libelous; (d) will not be obscene or contain pornography; (e) will not include incomplete, false or inaccurate information about User or any other individual; and (f) will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You hereby grant SwiftTask.com a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, display, and perform User content, under all User intellectual property and proprietary rights worldwide regarding any User content posted on SwiftTask.com (including, but not limited to creating your Account; posting a resume, posting a profile, posting a portfolio, posting a project; sending messages through or to SwiftTask.com). However this granted license will not include links provided for content which are hosted on other servers than that of SwiftTask.com (such as a portfolio of sample works hosted on Your own web site).

It is prohibited to post copyrighted material on the Site. This includes scripts which are sold by the author. Only posting sections, or excerpts of these scripts, as examples, will be permitted. A "section" or "excerpt" being no more than 10% of the script's contents. This is meant to protect the author's intellectual property rights.

10. USER RESTRICTIONS

- **ADVERTISING**

Users are prohibited to use the services of the website as an advertisement. Any material posted in a bid or task board must relate to a project on SwiftTask.com. The only permissible URLs to be posted are those that refer to user resumes/portfolios page.

BIDDING

Bidding amounts must equal the total amount to be transferred between user accounts only; thus no hourly, daily or any other abnormal type of bid is allowed. Task Providers and Freelancers must comply with this condition when requesting or placing their bids. Creation of projects which require abnormal bidding is not allowed.

- **TASK PROVIDER**

The Task Provider agrees that:

The Task Provider is strictly forbidden from redistributing any of the content of the Site, including but not necessary limited to private messages, documents, and support tickets.

The Task Provider will not use the Task Provider's Account to post false or misleading project descriptions.

The Task Provider will not post project descriptions that, in the judgment and discretion of SwiftTask.com, are inappropriate to SwiftTask.com's audience, viewers, or visitors in the judgment and discretion of SwiftTask.com.

The Task Provider agrees to pay featured project fee if project posted should have been posted as featured.

The Task Provider will not falsify the Task Provider's own or any other identity.

The Task Provider will comply with all of SwiftTask.com's policies as posted on the Site from time to time.

- **FREELANCER**

The Freelancer agrees that:

The Freelancer will not redistribute any of the content of the Site, including but not necessary limited to private messages, documents, support tickets.

The Freelancer will not falsify Freelancer's own or any other identity.

The Freelancer will comply with all SwiftTask.com policies as posted on the Site from time to time.

- **GENERAL RESTRICTIONS**

Users agree that:

Users will not use any automated collection mechanism or any manual process to monitor or copy the web pages comprising the Site or the content contained therein without the prior written permission of SwiftTask.com.

Users will not distribute unsolicited commercial messages ("spam") through the User's Account.

Users will not contact employers or freelancers through the Site or through information gained from our Site with the intent of subverting them from using our Services.

Users will not engage in personal attacks, negative or other unfair criticism or other forms of discourteous and unprofessional online conduct or practices.

Users will not create multiple user Accounts to avoid fees, suspension or bad ratings on the Site.

- **TERMINATION RESULTS**

Users that are found in violation of the User Agreement will not be entitled for any credit or payment from SwiftTask.com.

Terminated users will be held liable, the extent you are in violation of this User Agreement, to for all fees owed to us and to reimburse SwiftTask.com for all losses and costs (including any and all SwiftTask.com employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.

You and SwiftTask.com agree that the damages that SwiftTask.com will sustain as a result of actions that breach the User Agreement will be substantial, potentially including (without limitation) fines and other related expenses from its payment processors and Freelancers, but may be extremely difficult and impracticable to ascertain. If you engage in such activities, then SwiftTask.com may fine you up to US\$3,000.00 for each such violation and/or SwiftTask.com may take legal action against you to recover losses that are in excess of the amount charged. You acknowledge and agree that a fine up to US\$3,000.00 is presently a reasonable pre-estimate or minimum estimate of SwiftTask.com's damages, considering all currently existing circumstances, including (without limitation) the relationship of the sum to the range of harm to SwiftTask.com that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult. Users that are terminated by SwiftTask.com on any basis other than violation of this User Agreement will be entitled to receive any payment due from SwiftTask.com.

In the event of termination, you will have no claim whatsoever against SwiftTask.com in respect of any such suspension or termination of your membership.

11. ARBITRATION SERVICES

- **ARBITRATION SERVICES**

SwiftTask.com offers the Arbitration Services only to those registered users that are using the Milestone Payment system in their online projects. You agree and acknowledge that (i) SwiftTask.com is not providing legal services,(ii) SwiftTask.com will not advise you regarding any legal matters and (iii) if you desire to have legal counsel, you will seek independent legal counsel licensed to practice law in your jurisdiction and not rely on SwiftTask.com for any such counsel. You agree to indemnify and hold harmless SwiftTask.com and any of our affiliates against any damages or liability you may suffer as a result of using the Milestone Payments and/or Arbitration Services.

In the event of any dispute between a Task Provider and a Freelancer regarding return/release of Milestone Payments, either Task Provider or Freelancer may request Arbitration Services through SwiftTask.com. We will then notify both Task Provider and Freelancer that the matter will be addressed through the Arbitration Services.

You agree that you will endeavor at fair play and post reasonable and fair demands/offers.

Our Arbitration Services are applied to Milestone Payments with the amount equal to or greater than US\$100.

- **ARBITRATION PROCESS**

Project Cancellation is issued by either client or the freelancer, in order to cancel a certain active project; a certain fee is required before proceeding with the cancellation.

This case is divided into 3 phases:

After submitting payment for 1st milestone: From this point on, the cancellation request is broken down to 3 phases:

- a. **Phase 1 – Settlement agreement:** The requesting user submits a bid which is a percentage of the milestone value to be refunded to the other user. The other user is prompted to accept or reject this offer. This phase allows up to 4 offers, with the 4th being an auto offer by the system. If a settlement is reached, the project is cancelled, parties are refunded and rating is activated for both ends. Otherwise, phase 2 is activated.
- b. **Phase 2 – Arbitration Request:** In this case, both ends are prompted to submit evidences and supporting materials for their claims. Accordingly, an estimation of arbitration fees is calculated and both ends are offered to continue or to reach a final settlement. In case of settlement, the project is cancelled, parties are refunded and rating is activated for both ends. Otherwise, each end submits 50% of the arbitration fees (2.5% or US\$10 whichever is greater) and phase 3 is activated.

- c. **Phase 3 – SwiftTask Arbitration:** In this case, the evidences are discretely reviewed by SwiftTask Arbitrary Board for a period of time (maximum of 14 days), and the decision reached is considered final and binding for both ends. As a result, the project is cancelled, parties are refunded and rating is activated for both ends.

- **NOT A PARTY TO DISPUTES**

Any disputes regarding arrangements between Freelancers and Task Providers remain solely between Task Providers and Freelancers. We are not involved in any transactions between you and any other users of SwiftTask.com. You acknowledge and agree that SwiftTask.com will not be a party to any such dispute or be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other users of the Site, you hereby release SwiftTask.com from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, related to such a dispute.

12. REGISTRATION AND PROCESSING OF PERSONAL INFORMATION

Your personal information will be processed by SwiftTask.com in order to fulfill the agreement with You, perform delivery of products etc. Furthermore, we will process your personal information for marketing of campaigns, offers, new products or services. Your personal information may also be transferred between SwiftTask.com and any associated entity within the Gamma Computers organization. By entering into this agreement, You hereby approve such processing of your personal information as set forth above. The consent hereby given can (in whole or in part) be recalled by giving written notice to us. Should you choose to recall your consent, and such recall should make our due performance of the agreement or other obligations difficult, we reserve the right to immediately terminate the agreement. Should you require further information regarding our processing of your personal information, please contact us at the address set forth below.

SwiftTask.com discloses sensitive personal information only if required to comply with legal obligations or with your consent.

13. TRADEMARKS

SwiftTask.com is part of GAMMA Computers. GAMMA Computers is under Trade License number (1049814).

14. COPYRIGHTS

- **COPYRIGHTS OF SWIFTTASK.COM**

The content and compilation of content included on the Site, such as text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of SwiftTask.com and are protected by United Arab Emirates and international copyright laws.

- **COPYRIGHT INFRINGEMENT**

It is our policy to respond to clear notices of alleged copyright infringement. Our policy, set out below, is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify.

- **THE COPY RIGHTS DEPARTMENT - UNITED ARAB EMIRATES MINISTRY OF ECONOMY.**

The federal law no. 7 for the year 2002 regarding the copy rights and its variations, and protecting the innovators as stated in the law.

Receiving the applications to register the rights and deposit the records of the ordinary people and the recognised people.

Receive the complaints, and follow up the cases in the courts.

The communication, the participation and the coordination with the international organizations specialized in the copy rights and intellectual property, and follow up on the now legislations.

Store a data base of the copy righted records and categorize them.

Collecting the assigned fee for the copyrights certificates.

(Ministry of Economy, United Arab Emirates)

*For more information about the UAE copyright law, visit: www.economy.ae

15. NO WARRANTY

SwiftTask.com is not involved in the actual transaction between Freelancers and Task Providers. Our Services, the Site and all content on it are provided on an .As Is. basis and without warranties of any kind either express or implied. Without limiting the foregoing, SwiftTask.com does not represent or warrant that:

the Site will be accurate, reliable, uninterrupted, secure or error-free;

defects in the Site will be corrected;

the Site or the server that makes it available are free of viruses or other harmful components.

To the extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. If you are considered a consumer under a United Arab Emirates consumer

protection law that applies to SwiftTask.com, you will be entitled to the benefit of certain warranties under that legislation. For more information on consumer protection laws, please visit www.economy.ae

16. LIMITATION OF LIABILITY

• LIMITATION OF LIABILITY

In no event shall SwiftTask.com, its affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

any indirect, special, incidental or consequential damages that may be incurred by you;

any loss of income, business or profits (whether direct or indirect) that may be incurred by you; and

any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Site.

The limitations on SwiftTask.com's liability to you above shall apply whether or not SwiftTask.com, its affiliates or staff have been advised of the possibility of such losses or damages arising.

• JURISDICTION'S LIMITATIONS

As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event the liability will be limited as far as legally possible under the applicable legislation.

• Bar to location

SwiftTask.com may plead this User Agreement in bar to any claim, action, proceeding or suit brought by you, against SwiftTask.com for any matter arising out of any transaction or otherwise in respect of this User Agreement.

17. INDEMNITY

You agree to indemnify and hold us and (as applicable) our related entities, affiliates, and our and their respective persons harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement or your violation of any law or the rights of a third party.

18. APPLICABLE LAW

Any dispute arising out of or in connection with this User Agreement shall be governed by the laws of the Emirate of Abu Dhabi, United Arab Emirates. You and SwiftTask.com irrevocably submit to the non-exclusive jurisdiction of the courts The Emirate of Abu Dhabi, United Arab Emirates.

19. GENERAL

The provisions of this User Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by SwiftTask.com to a third party without your consent in the event of a sale or other transfer of some or all of the assets of SwiftTask.com. In the event of any sale or transfer you will remain bound by the User Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this clause shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

Please [contact us](#) to report violations of terms and conditions.