

**Master Terms of Service**  
**Last Updated: July 16, 2016**

Please read these Terms of Service and Privacy Policy (“Agreement”) carefully before using any of the Services available to end users at or through [www.swingeducation.com](http://www.swingeducation.com) (the “Services”), offered by Swing Education, Inc. (“Swing Education”). This document (the “User Agreement”) is legally binding and governs your use of the Swing Education website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, “the Website”).

### **Acceptance**

By clicking the “accept” button or by using the Services in any manner, you and the entity or organization you represent, if any (collectively, “you,” “your”) agree that you have read and agree to be bound by and a party to the terms and conditions of this Agreement, to the exclusion of all other terms. Use of the Service is expressly conditioned upon your assent to all the terms and conditions of this Agreement. If you do not unconditionally agree to all the terms and conditions of the Agreement, navigate away from this page and you will have no right to use the Services. By clicking the “accept” button, you represent and warrant that you are authorized to bind any entity or organization on whose behalf you are entering into this Agreement.

### **Changes to Terms**

Swing Education is a growing company! Like Swing Education’s business and its services, our Agreement will change and evolve. Swing Education reserves the right to make these changes at our sole discretion and without notice. When changes are made, Swing Education will make a new copy of these Terms available at the Website. Swing Education will also update the “Last Updated” date at the top of the Terms. If Swing Education makes any material changes, we will also send an e-mail to you at the last e-mail address you provided to Swing Education. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services following such notification constitutes Your acceptance of the terms and conditions of this Agreement as modified.

### **The Services**

Swing Education provides an online platform through which:

- Schools post requests for substitute teachers;
- Schools track request status;
- Schools view additional information about Subs (i.e., a Sub profile);
- Subs review Schools’ requests for substitute teacher openings; and
- Subs request to fill substitute teacher openings of their choosing.

### **Use of the Services and Swing Education Properties**

1. **License.** The Website and the Services (collectively, the “Swing Education Properties”) are protected by copyright laws throughout the world. Subject to the Terms, Swing Education grants you a limited license to reproduce portions of the Swing Education Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Swing Education in a separate license, your right to use any Swing Education Properties is subject to the Terms.

2. **Modifications.** Swing Education reserves the right to modify or discontinue the Website or Services with or without notice to you. Swing Education will not be liable to you or any third party should Swing Education exercise our right to modify or discontinue the Website and/or Services. If you object to any such changes, your sole recourse will be to cease access to the

Website and/or Services. Continued access to the Website or Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Website or Services as so modified.

**3. Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Swing Education Properties or any portion of the Swing Education Properties, including the Website, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other intellectual property (including images, text, page layout or form) of Swing Education; (c) you shall not use any metatags or other “hidden text” using Swing Education’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Swing Education Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that Swing Education grants the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Swing Education Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Swing Education Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Swing Education Properties. Any future release, update or other addition to Swing Education Properties shall be subject to the Terms. Swing Education, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Swing Education Properties terminates the licenses granted by Swing Education pursuant to the Terms.

**4. Third-Party Materials.** As a part of the Swing Education Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Swing Education to monitor such materials and that you access these materials at your own risk.

## **Registration**

**1. User Accounts.** In order to access most aspects of the Swing Education Properties you may be required to become a Registered User. For purposes of the Terms, a “Registered User” is a User who has registered an account on the Website (“Account”).

**2. Access through Google+.** Swing Education allows you to use your Google+ ID to set up an Account. If you access the Services using your Google ID, you may link your Account with your Google+ account. By doing so, you allow Swing Education to access your email address and your basic Google+ profile information (e.g., your full name, your profile picture, and any publicly available information you include in your profile), as is permitted under the terms and conditions that govern your use of your Google+ account. You represent that you are entitled to disclose your Google+ account login information to Swing Education and/or grant Swing Education access to your Google+ account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of your Google+ account and without obligating Swing Education to pay any fees or making Swing Education subject to any usage limitations imposed by Google. PLEASE NOTE THAT YOUR RELATIONSHIP WITH GOOGLE IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH GOOGLE, AND SWING EDUCATION DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY GOOGLE IN

VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN YOUR GOOGLE ACCOUNT. Swing Education makes no effort to review any Google content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Swing Education is not responsible for any Google content.

3. **Registration Data.** In registering to use the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Services' registration form (the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Swing Education Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (i) notify Swing Education immediately of any unauthorized use of your password or any other breach of security; and (ii) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Swing Education has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Swing Education has the right to suspend or terminate your Account and refuse any and all current or future use of the Swing Education Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Swing Education Properties if you have been previously removed by Swing Education, or if you have been previously banned from any of the Swing Education Properties.

4. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Swing Education Properties. You are solely responsible for any fees, including any Internet connection or mobile fees, that you incur when accessing the Swing Education Properties.

### **Responsibility for Content**

1. **Types of Content.** You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Swing Education Properties ("Content"), including the Website, is the sole responsibility of the party from whom such Content originated. This means that you, and not Swing Education, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("Make Available") through the Swing Education Properties ("Your Content"), and that you and other Users of the Swing Education Properties, and not Swing Education, are similarly responsible for all Content they Make Available through the Swing Education Properties ("User Content").

2. **No Obligation to Pre-Screen Content.** You acknowledge that Swing Education has no obligation to pre-screen Content (including, but not limited to, User Content), although Swing Education reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation text communications. In the event that Swing Education pre-screens, refuses or removes any Content, you acknowledge that Swing Education will do so for Swing Education's benefit, not yours. Without limiting the foregoing, Swing Education shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

### **Ownership**

1. **Swing Education Properties.** Except with respect to Your Content and User Content, you agree that Swing Education and its suppliers own all rights, title and interest in the Swing Education Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Swing Education Properties or the Services.

2. **Trademarks.** Swing Education’s stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Swing Education Properties or in connection with the Services are the trademarks of Swing Education and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Swing Education Properties are the property of their respective owners.

3. **Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Swing Education Properties.

4. **Your Content.** Swing Education does not claim ownership of Your Content. However, when you as a User Make Available Your Content on or in the Swing Education Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5. **License to Your Content.** Subject to any applicable account settings that you select, you grant Swing Education a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating the Swing Education Properties and providing the Services to you and to our other Users. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Swing Education Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Swing Education, are responsible for all of Your Content that you Make Available on or in the Swing Education Properties.

6. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Swing Education through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that Swing Education has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Swing Education a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Swing Education Properties.

## **User Conduct**

1. **Your Content.** You agree not to use the Website or Services to Make Available any Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (c) that is harmful to minors in any way; or (d) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

2. **General Conduct.** You agree that you will not, under any circumstances (except to the extent expressly authorized by the Terms): (a) upload, transmit, or distribute to or through the Website or Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send through the Website or Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) use the Website or Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Website or Services, or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Website or Services (or to other computer systems or networks connected to or used together with the Website or Services), whether through password mining or any other means; (f) harass or interfere with any other user's use and enjoyment of the Website or Services; or (g) use software or automated agents or scripts to produce multiple accounts on the Website or Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website or Services (provided, however, that Swing Education conditionally grants to the operators of public search engines revocable permission to use spiders to copy materials from the Website or Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

### **Interactions with Other Users**

1. **User Responsibility.** You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through use of the Services; provided, however, that Swing Education reserves the right, but has no obligation, to intercede in such disputes. You agree that Swing Education will not be responsible for any liability incurred as the result of such interactions. You understand and agree that Swing Education has no control over and is not responsible for the acts or omissions of any Users on or off the Website. You also understand and agree that Swing Education makes no representation or warranty regarding the quality of any services provided by any User.

2. **Content Provided by Other Users.** The Swing Education Properties may contain User Content provided by other Users. Swing Education is not responsible for and does not control User Content. Swing Education has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

### **Third-Party Services**

1. **Third-Party Websites & Ads.** The Swing Education Properties may contain links to third-party websites ("Third-Party Websites") and advertisements for third parties (collectively, "Third-Party Websites & Ads"). When you click on a link to a Third-Party Website or Ad, Swing Education will not warn you that you have left the Swing Education Properties and are subject to

the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of Swing Education. Swing Education is not responsible for any Third-Party Websites & Ads. Swing Education provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites & Ads, or their products or services. You use all links in Third-Party Websites & Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

### **Mobile Text Message Terms**

The following terms apply to everyone who signs up to receive one or more SMS or MMS message and/or messages from Swing Education or sends Swing Education messages via SMS or MMS.

1. When you sign up for the Services, you are expressly consenting to receive text messages on behalf of Swing Education, in the following manner (the "Text Services"):
  - To confirm the phone number Subs supply to Swing Education to receive notifications.
  - To notify applicable Subs when a new request is issued by a School.
  - To confirm that you, as a Sub, have been added to the waitlist, confirmed, or deselected for a School's request.
  - To notify Schools that a Sub has canceled for a confirmed request.
  
2. You may opt out of the Text Services at any time by texting the word STOP to 650.235.4944 from the enrolled mobile device. If you do that, you will receive one additional message confirming that you will no longer receive messages from Swing Education. If you need help with our Text Services, text the word HELP to 650.235.4944 or email [contact@swingeducation.com](mailto:contact@swingeducation.com).
  
3. Swing Education does not charge a fee for the Text Services; however, depending on your messaging plan, your mobile carrier may charge you for each message Swing Education sends you or that you send us. It is your responsibility to know whether your carrier will charge you per-message costs (for instance, if you do not have an unlimited texting plan, or have exceeded your monthly quota of free messages). Swing Education assumes no responsibility for charges incurred by your using the Text Services.
  
4. The Text Services may not be available in all areas at all times. This means Swing Education may not be able to successfully transmit SMS/MMS messages to you, and Swing Education has no liability for any such transmission delay or message failure. The Text Services may not work in the event of product, software, coverage, or other changes made by your wireless carrier or changes you make to your mobile device. You must provide your own wireless device, subscribe to a wireless service on a participating mobile carrier, and be able to receive text messages using that wireless device and your carrier's service.

### **Disclaimers**

1. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SWING EDUCATION PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SWING EDUCATION PROPERTIES OR THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SWING EDUCATION PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SWING EDUCATION PROPERTIES OR THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (4) ANY

ERRORS IN THE SWING EDUCATION PROPERTIES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SWING EDUCATION PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SWING EDUCATION PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SWING EDUCATION OR THROUGH THE SWING EDUCATION PROPERTIES OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. THE SWING EDUCATION PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT PROTECTION OF YOUR DATA NOR GUARANTEE DATA AVAILABILITY WHATSOEVER. YOU BEAR THE SOLE RESPONSIBILITY AND LIABILITY FOR MAINTAINING BACKUP OR ARCHIVE COPIES OF YOUR DATA AND/OR SUBMISSIONS TO THE WEBSITE AND SERVICES.

2. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT THE SWING EDUCATION PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE SWING EDUCATION PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

3. **No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SWING EDUCATION PROPERTIES.

#### **Limitation of Liability**

1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE SWING EDUCATION PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SWING EDUCATION PROPERTIES OR THE SERVICES OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT SWING EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SWING EDUCATION PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SWING EDUCATION PROPERTIES OR THE SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SWING EDUCATION PROPERTIES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SWING EDUCATION PROPERTIES.

2. **User Content.** THE SWING EDUCATION PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

3. **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SWING EDUCATION AND YOU.

## **Term and Termination**

1. **Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Swing Education Properties and receive Services (if any), unless terminated earlier in accordance with the Terms

2. **Prior Use.** Notwithstanding the foregoing, if you used the Swing Properties or received Services prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used the Swing Education Properties or received Services (whichever is earlier) and will remain in full force and effect while you use the Swing Education Properties and/or receive Services, unless earlier terminated in accordance with the Terms.

3. **Termination of Services by Swing Education.** If payment is not received within thirty (30) days upon the date of the invoice for Services rendered, if you have materially breached any provision of the Terms, or if Swing Education is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Swing Education has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Swing Education's sole discretion and that Swing Education shall not be liable to you or any third party for any termination of your Account.

4. **Termination of Services by You.** If you want to terminate the Services provided by Swing Education, you may do so by (a) notifying Swing Education at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Swing Education's address set forth below.

5. **Effect of Termination.** Termination of any Service includes removal of access to the underlying Service and barring of further use of such Service. Termination of all Services also includes deletion of your password and all related information, files and content associated with or inside your Account (or any part thereof). Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Swing Education will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

## **Remedies**

1. **Violations.** If Swing Education becomes aware of any possible violations by you of the Terms, Swing Education reserves the right to investigate such violations. If, as a result of the investigation, Swing Education believes that criminal activity has occurred, Swing Education reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Swing Education is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Swing Education Properties, including Your Content, in Swing Education's possession in connection with your use of the Swing Education Properties, to (a) comply with applicable laws, legal process or governmental request; (b) enforce the Terms, (c) respond to any claims that Your Content violates the rights of third parties, (d) respond to your requests for customer service, or (e) protect the rights, property or personal safety of Swing Education, its Users or the public, and all enforcement or other government officials, as Swing Education in its sole discretion believes to be necessary or appropriate.

**2. Breach.** In the event that Swing Education determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the Swing Education Properties, Swing Education reserves the right to:

- Warn you via e-mail (to any e-mail address you have provided to Swing Education) that you have violated the Terms;
- Delete any of Your Content provided by you or your agent(s) to Swing Education Properties;
- Discontinue your registration(s) with the any of the Swing Education Properties, including any Services;
- Discontinue your access to any Services and/or discontinue providing Services;
- Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- Pursue any other action which Swing Education deems to be appropriate.

**3. No Subsequent Registration.** If your registration(s) with or ability to access the Swing Education Properties is discontinued by Swing Education due to your violation of any portion of the Terms or for conduct that Swing Education otherwise deems inappropriate, then you agree that you shall not attempt to re-register with or access the Swing Education Properties through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Swing Education reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.