

**SWIFT GIFT, LTD. WEBSITE**  
**TERMS OF USE (Date of Last Update - January 2005)**

THIS AGREEMENT IS BETWEEN YOU (“User” or “You” or “Your”) AND SWIFT GIFT, LTD. (the “Company”). The website services, functions, information, content and website (collectively or singularly, the “Services”) are solely and exclusively owned and operated by the Company, an Illinois Corporation.

The Services are offered to you based upon your acceptance of the terms of use contained herein. Your use and continued use of the Services constitutes your agreement to all terms of use. The Company reserves the right to change these terms of use at any time

**USER LIMITATIONS**

The Services are strictly limited to business use subject to the rights, privileges and limitations granted to you by your employer and the Company. You may not utilize the Services for personal and/or any manner of re-selling purposes. You may not modify, copy, license, recreate or divulge confidential information relating to the Services provided to you. You agree that you will not use the Services for any purpose that is unlawful or prohibited or in any manner that could compromise, damage or impair the Services. You will not attempt to gain unauthorized access to the Services or related accounts, systems or networks through hacking or any other means.

**LIABILITY DISCLAIMER**

THE CONTENT, FUNCTIONALITY AND SERVICES MADE AVAILABLE TO YOU MAY INCLUDE INACCURACIES. CHANGES ARE ROUTINELY MADE TO THE SERVICES AFFECTING FUNCTIONALITY AND THE INFORMATION CONTAINED THEREIN. THE COMPANY AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE CONTENT, FUNCTIONALITY AND SERVICES CONTAINED WITHIN FOR ANY PURPOSE. ALL SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND AND THE COMPANY, AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH ANY OF THESE TERMS OF USE, YOU AGREE TO DISCONTINUE USING THE SERVICES IMMEDIATELY.

## **PRIVACY POLICY**

All information, keystrokes, and the like are recorded and monitored for security purposes and adherence to Company policies and practices. No information gathered, recorded or monitored will be shared with third-parties other than in the fulfillment of your program and compliance with Company security policies and practices which may extend to the adherence of banking, association, governmental and any other third-party regulations.

## **DISPUTES**

Any dispute which cannot be otherwise amicably resolved by and between you, your employer and the Company shall be resolved by arbitration, conducted in accordance with the commercial arbitration rules of the American Arbitration Association (AAA). The award rendered by the arbitration tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal shall consist of a single arbitrator as mutually agreed to by the parties. The place of arbitration shall be Chicago, IL. The arbitration award shall be final and binding. The parties waive any right to appeal the arbitration award to the extent a right to appeal may be lawfully waived. Each party retains the right to seek judicial assistance to compel arbitration, to obtain interim measures of protection prior to/pending arbitration, to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information and to enforce any decision of the arbitrator, including the final award.

Notwithstanding the above, any claims under this agreement shall be adjudicated under the laws of the State of Illinois and at courts in Cook County, Illinois. Because your employer granted you access to use the Services and you agreed to these terms of use, you and your employer agree to indemnify and hold the Company, its issuing bank(s), affiliates, suppliers, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees due to or arising out of your use of the Services. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be superseded by a valid, enforceable provision that closely matches the intent of the original provision. The remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between the User and the Company with respect to the Services and it supersedes all other communications whether electronic, oral or written, between the User, User's employer and the Company.