

END-USER VERIFICATION

By purchasing and/ or possessing these goods, you hereby agree that:

1. The goods will not be used other than the end use specified at the time of purchase.
2. The goods will be used for non-military end-use(s) in the country named in the shipping address and will not be redirected, transshipped, or re-exported in violation of the United States and/or other applicable Country export laws and regulations.
3. The goods will not be used for any purpose connected with chemical, biological or nuclear weapons, or for missiles capable of delivering such weapons, nor will be re-sold or re-exported, directly or indirectly, if it is suspected the intention will be for such purposes.
4. You will not export or re-export a Swift Navigation provided product in violation of any sanctioned/embargoed country regulation(s), including U.S. sanctions (see <http://www.treas.gov/offices/enforcement/ofac/>).
5. You have read through the Swift Navigation Terms of Service and Privacy Policy (attached hereto and located on the Swift Navigation website) and agree to be bound by the terms thereof.
6. Any future exports of stock items will be conducted in compliance with all applicable laws and regulations.
7. The goods will not be used for foreign military purposes.
8. Any radio products being shipped as part of Swift's Product Kits are with the understanding that they are intended to be used only for educational, research or evaluation purposes and will not go into a mass production environment.
9. Any FreeWave radio products being shipped as part of Swift Product Kits are certified with the United States Federal Communications Commission (FCC), Underwriter's Laboratories (UL), and Industry Canada (IC) as well as other certifications as determined by FreeWave Technologies' business requirements. It is the responsibility of the buyer / final integrator to gain certifications, homologations, and type-approvals required by the countries where the final end product is to be used. The device shall not be implemented in the end product in and of itself in any country where it is not certified, homologated, or type-approved.

PLEASE READ THE STATEMENT BELOW. Please contact Swift Navigation if there are questions with the statement below.

End User Statement:

We (entity purchasing from Swift Navigation) certify the facts contained in this statement are true and correct to the best of our knowledge and we do not know of any additional facts that are inconsistent with the facts made in this statement. We shall promptly send a

supplemental statement to Swift Navigation, disclosing any change of facts or intentions set forth in this statement, that occurs after the statement has been received. Upon request, we will provide Swift Navigation or the exporting government with proof of importation (such as a Delivery Verification Certificate) or agree to allow on-site verification that the goods are being used for the stated purpose. All laws and regulations will be adhered to with respect to exporting shipments of Swift Navigation products. Some of Swift Navigation's products are subject to Commerce or State department licensing. We agree to obtain any license or other export authorization, which is required to export these products.

Terms of Use

Updated October 1, 2016

Welcome to the website of Swift Navigation (“**Company**”, “**we**,” “**our**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference, (collectively, these “**Terms of Use**”), govern your access to and use of <http://www.swiftnav.com> including any content, functionality and services offered on or through these domains (the “**Website**”), and your purchase and use of any Company products or services obtained through the Website (the “**Products**”).

Please read the Terms of Use carefully before you start to use the Website and/or purchase or use the Products. **By using the Website, or purchasing the Products, you accept and agree to be bound and abide by these Terms of Use and our *Privacy Policy*, found at <http://www.swiftnav.com/privacy.html> incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website and/or purchase or use the Products.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website and purchase of the Products thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to

provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

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- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text without express written consent.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: webmaster@swiftnav.com

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms Piksi, Lodestar, Swift Navigation logo and all related names, logos, Product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, Product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Copyright Policy

We have established the following process to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act ("DMCA notices"). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Website, please notify our copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing: (i) an electronic or physical signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work that you claim is being infringed; (iii) identification of the material that is claimed to be infringing and where it is located on the Website; (iv) information reasonably sufficient to permit us to contact you, such as your address, telephone number, and e-mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and (vi) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Our Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:

Attention: Copyright Agent
Swift Navigation, Inc.
1543 Mission St.
San Francisco, CA 94103
Email: webmaster@swiftnav.com

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or Wiki screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, wiki, attached Github or other developer code repository, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Modify, attempt to modify, or give assistance in the modification of the Products (both hardware and software) in such a manner that the resulting Product might violate the International Traffic in

Arms Regulations (ITAR), the Arms Export Control Act (AECA), or any other law or governmental regulation

Reliance on Information Posted

The information presented on or through the Website, and any affiliated Interactive Service, is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. You understand that this information includes, but is not limited to, software code, hardware specification, embedded systems design, use guides, Product specifications, performance statistics or statements of performance, and use cases. You understand that reliance on any of this information could lead to serious harm given the intrinsically unpredictable nature of positioning systems. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or any affiliated Interactive Service, or by anyone who may be informed of any of its contents. This Website, and any affiliated Interactive Service, and associated includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Products and Services

SWIFT NAVIGATION'S SALE OF PRODUCTS IS MADE SUBJECT TO THE TERMS AND CONDITIONS PROVIDED HEREIN REGARDLESS OF ANY TERMS AND CONDITIONS WHICH APPEARED IN YOUR ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN YOUR ORDER OR ANY TERMS AND CONDITIONS WHICH MAY BE DEEMED TO APPLY UNDER SECTION 2-207 OF THE UNIFORM COMMERCIAL CODE. TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS HEREIN AND OTHER TERMS RELATED TO YOUR ORDER, THE TERMS HEREIN SHALL PREVAIL.

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE COMPANY PROVIDES PRODUCTS AND SERVICES THAT INCLUDE POSITIONING TECHNOLOGIES, INCLUDING BUT NOT LIMITED TO GLOBAL POSITIONING SYSTEMS ("GPS") AND REAL TIME KINEMATICS ("RTK"). YOU UNDERSTAND AND ACKNOWLEDGE THAT THESE AND OTHER PRODUCTS BEING PURCHASED FROM SWIFT NAVIGATION ARE INHERENTLY DANGEROUS AND MAY BE UNRELIABLE, AND ARE SUBJECT TO INTERNAL AND EXTERNAL FAILURES, INCLUDING BUT NOT LIMITED TO SOFTWARE AND HARDWARE DEFECTS, LOSS OF SATELLITE OR RADIO CONNECTIVITY, INCORRECTLY COMPUTED POSITIONING SOLUTIONS, CYCLE SLIPS, POWER FAILURES,

WHICH CAN CAUSE INACCURATE OR LOSS OF POSITIONING AT ANY TIME AND POTENTIALLY CAUSE FAILURE OF SYSTEMS RELYING ON THAT POSITIONING. YOU ACKNOWLEDGE THESE RISKS AND THAT THE PRODUCTS BEING PURCHASED FROM SWIFT NAVIGATION ARE SOLD "AS IS," UNLESS OTHERWISE STATED HEREIN, WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND THAT YOUR USE OF THE PRODUCTS IS AT YOUR OWN RISK.

Swift Navigation's Products are being shipped with the understanding that they are intended to be integrated into a more comprehensive solution. This (these) Swift Navigation Products are certified with the United States Federal Communications Commission (FCC) and Industry Canada (IC) as well as other certifications as determined by the business and regulatory requirements applicable to Swift Navigation's Products. It is the responsibility of the final integrator to gain certifications and all other approvals required by the countries where the final end Product is to be used.

As part of the express consideration for receipt of any Swift Navigation Products, you (a) acknowledge that Swift Navigation Products may be controlled for export by the Export Administration Regulations and/or the International Traffic in Arms Regulations, (b) agree to comply with these and other applicable U.S. laws that may affect this transaction, and (c) shall be responsible for obtaining all necessary U.S. government authorizations required to ensure compliance with these and other applicable U.S. laws.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources,

and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of California in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES,

INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and Products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of San Francisco and County of San Francisco, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Swift Navigation with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.