Terms

Effective from April 24, 2025

The Privacy Policy and Terms collectively make up the End User License Agreement (EULA or "Agreement") that governs a user's access to and use of M2 app services.

The site and service is owned and controlled by Swivl and all our current and future subsidiaries, affiliates, successors and assigns, and may be operated with the assistance of third parties (collectively referred to as "Swivl", "we", "us", or similar terms). Your use of the site constitutes your agreement to these Terms. "You," "your," or "user" means the individual accessing this site.

M2 app is a service intended for users in educational settings with policies aimed to protect children. It is intended for use with children above and below the age of sixteen with appropriate consent, and to protect Student records. It is compatible for use in schools subject to FERPA, and complies with COPPA and GDPR requirements. Swivl is also a Privacy Pledge Signatory and works to safeguard Student privacy regarding the collection, maintenance, and use of Student personal information.

This policy is separate and unique to our company website Swivl.com or any other Swivl owned service that may be linked to it. The main purpose of Swivl.com is marketing and is not intended for use or by users in educational settings. The privacy practices set forth in this Privacy Policy are for this web site only. If you link to other websites, please review the privacy policies posted at those sites.

We may change these Legal Terms at any time, and by using the site you agree to the most current version and any and all future changes. We encourage you to visit this page periodically to review the Terms.

Table of Contents

- Site Content and Limits on Use
- Additional License or Use Terms
- User Comments, Feedback And Other Submissions
- Use of Artificial Intelligence (AI) software
- M2 (Mirror) Device
- M2 (Mirror) MDM software
- Rules for Accessing the Site
- Site Access
- Links
- Privacy
- Site Warranty Disclaimer
- Limit of Liability
- Service Plans
- Authorized User Terms for M2 app Services
- Miscellaneous
- Digital Millennium Copyright Act Policy
- Infringement Notification
- Contact Us

Additional Resources:

- Privacy Policy
- List of Subprocessors

Terms

Site Content and Limits on Use

Unless otherwise noted, all site content and functionality, including images, illustrations, designs, icons, photographs, video and audio clips, software, and written and other content that are provided as part of the site, including all copyright, trademark, patent, and any other intellectual property rights therein (collectively, the "site Content") is owned or licensed by us.

When you access, download, or print a copy of the site Content you must include all copyright, trademark, and other notices that appear within the site, including the copyright notice on the bottom of the page. No right, title or interest in any downloaded or copied site Content is transferred to you as a result of any such downloading or copying or any other use. If you are a copyright owner and you believe that your copyrighted materials have been used by us or any user of the site in a way that constitutes copyright infringement, please see our Digital Millennium Copyright Act Policy.

Additional License or Use Terms

Your use of some of the products or services offered on the site may require you to accept the terms of an end user license or other subscription terms. To the extent that those terms are inconsistent with the terms set forth in these Legal Terms, the more specific terms will apply.

User Comments, Feedback And Other Submissions

All comments, feedback, ideas, and other submissions related to the site or our products, provided to us through the site or through any other method submitted or offered in connection with the site, such as by email, telephone, or by mail (collectively, the “comments”) are and shall be and remain the sole and exclusive property of Swivl including all copyright or other intellectual property rights therein. Providing your comments to us constitutes an assignment to Swivl of all worldwide right, title and interest in and to all copyrights and other intellectual property rights in the comments. In the event applicable law prohibits such assignment of the intellectual property rights in the comments, you hereby grant us an exclusive, perpetual, royalty-free, worldwide, license to use, copy, distribute, modify, sublicense, assign, and create derivative works involving the comments. All comments are deemed non-confidential, and we are not under any obligation to reply to any comments. You grant us the right to use your name in connection with the submitted comments and in connection with all advertising, marketing and promotional activity.

Use of Artificial Intelligence (AI)

M2 app service uses AI software to deliver specific features as part of the service. In order to deliver AI based services Swivl will use a mixture of Swivl developed technology (running on Amazon AWS servers managed by Swivl) as well as third party partners, such as OpenAI. Swivl uses Enterprise OpenAI, which is governed by its own terms and privacy. Under the Enterprise terms, none of the submitted content will be used by OpenAI for building their own models or long term retention. Other possible AI partners that Swivl may use in the future will be listed in subprocessors.

We will not share customer PII information with the 3rd party AI partners that was provided outside of the user generated content, e.g. through registration or SIS system. Any user generated content, e.g. responses to reflection prompts, audio responses, etc. that is used to deliver the service, will be used with the 3rd party AI partners. It is the responsibility of the user not to disclose what is considered personally identifiable information about self, teachers, students, parents, or others if it violates the school or district policies.

By using M2 app service you agree that any user generated content may be used by Swivl for the purposes of improving M2 app service (including AI driven services) at all time on a confidential, aggregated, and de-identified basis.

M2 (aka Mirror) Device

M2 device is a hardware device that is used in conjunction with the M2 app software. It will offer M2 app software experience as well as additional services created by Swivl as well as other vendors. Each additional software service offered by a 3rd party vendor on M2 device is governed by their own terms and conditions and will require a separate registration and acceptance of those terms. Any customer will have an option not to use the 3rd party services and thus opt-out as well as block the usage of any/all 3rd party software (see M2 MDM software).

M2 (Mirror) MDM software

M2 MDM is a software that is used to configure and manage multiple M2 devices. It has unique features for individual authentication, configuration, and management of multiple devices under the control of a customer. It will also allow school or district wide enforcement of policies (e.g. blocking certain apps or access). Please note that MDM software does not use any AI software for its operation.

Rules for Accessing the Site

Please review the M2 app Rules, which are part of the Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In addition a) you will not knowingly provide or enter any false, misleading, or fraudulent information, b) you will not use the site for any illegal purpose, nor will you provide or enter any material or information in violation of any applicable law or regulation, c) all information, content, and comments provided or entered by you must be original to you, and not violate the copyright or other proprietary rights of any third party, d) all information, content, and comments provided or entered by you must not violate the rights of any third party, including trade secret or privacy rights. e) you will not hold yourself out as someone you are not or otherwise impersonate any other person, f) you will not interfere or tamper with the functioning of the site and its hardware, nor will you attempt to gain access to information or control of the site and its hardware not specifically granted to you, g) you will not use the site or its hardware to transmit any spyware, virus or similar destructive program or code, h) you will not compile any database or list of other site visitors, nor will you use the site to facilitate the sending of any spam (unsolicited emails), bulk email, or email offering to sell goods or provide services, except as specifically authorized in conjunction with our email marketing services. In no event will you send emails that would violate the CAN-SPAM act in any way.

Site Access

We may discontinue all or part of the site at any time. We may block or limit your access to the site if: (a) you violate these Legal Terms; (b) you violate any applicable law or regulation relating to your use of the site; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory, or otherwise harmful to us or others as outlined under M2 app Rules.

Links

The site may contain links to sites operated by other entities, or display information or site Content regarding products or services offered by others. These other sites and other entities are not under our control, and we are not responsible for the content available on any other Internet sites linked to the site or any action or inaction of any third party. We do not endorse or warrant the goods or services of any third party. You may visit other linked sites or engage in business with any third party at your own risk.

Privacy

Please review our Privacy Policy to understand our privacy practices. By using the site, you agree to the most-recent version of the Privacy Policy.

Site Warranty Disclaimer

THE SITE IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. SWIVL EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE OR REVISE THE SITE OR ANY SITE CONTENT, ALTHOUGH WE MAY MODIFY THE SITE CONTENT AT ANY TIME WITHOUT NOTICE. USE OF THE SITE IS AT YOUR SOLE RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE SITE. SWIVL MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY SITE CONTENT YOU MAY OBTAIN FROM THE SITE IS FREE OF VIRUSES. YOU FURTHER ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THE SITE. THIS SITE WARRANTY DISCLAIMER IS SEPARATE FROM ANY HARDWARE WARRANTIES ISSUED BY SWIVL.

Limit of Liability

Swivl is not and will not be liable for any damages of any kind arising from the use of the site or from any information, site content, materials, products (including software) or services included on or otherwise made available to you through the site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing. Your sole remedy for dissatisfaction with the site, services, and all site content is to stop using the site and site content. In addition, if for any reason all or part of the foregoing limitations are deemed invalid, our maximum aggregate liability arising from or related to your use of the site shall be equal to the fees you have paid for its use. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Service Plans

Our Website provides details of the available Service Plans, which can be categorized as the following:

- M2 app Pro: Our software service plan that gives access to all features and functions but without M2 device support
- M2 app M2: Out software service plan that gives access to all features and functions including M2 device support

Authorized User Terms for M2 app Services

These Authorized User Terms only apply to your access to and use of M2 app services (“Services”). Services are available to you only if you are an Authorized User. An “Authorized User” means an educator, parent or other person associated with a M2 app services subscriber (the “Subscriber”). Your right to access to Services as an Authorized User is conditioned on your continued association with the Subscriber (with the Subscriber’s consent), and if you are no longer associated with the Subscriber, you will no longer have access to the Services. You may have to register for the Services by providing Swivl with information as prompted by a registration form, including a username and password. You will protect your password and other account information. You are solely responsible for any and all activities that occur under your account. You will notify the Subscriber immediately upon learning of any unauthorized use of your account or any other breach of security. We may access your account to maintain or improve the Service, including providing you with assistance related to technical or billing issues. We have the right to disable your account, in our sole discretion, if you have violated these Legal Terms.

Each account is intended for use by a single, individual user only. You may not share your login credentials or allow others to access the Services using your account. Unauthorized use, including credential sharing, is strictly prohibited and may result in suspension or termination of your access to the Services.

Miscellaneous

This Agreement shall be construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of San Mateo County, California. You agree and submit to the jurisdiction and venue of such courts. You agree that in the event you have or may have any alleged claim against Swivl or any of our vendors or licensors, you shall pursue such claim only in your individual capacity, and you shall not agree to join or be a part of any class action, consolidated action, or similar action. You also agree that your damages are limited as set forth elsewhere in these Legal Terms and that you are not eligible to receive, and shall not seek, and you agree to defend, indemnify and hold us harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the site and/or your breach of these Legal Terms, including attorneys' fees. These Legal Terms constitute the sole and entire agreement between you and Swivl with respect to the site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the site. If any provision of these Legal Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to any failure by you or to others to comply with these Legal Terms does not waive our right to act with respect to subsequent or similar failures. You may have to register for the M2 app by providing Swivl with information as prompted by a registration form, including a password. You will protect your password and other account information. You will protect any Class Identifiers or Codes associated with your account. You are solely responsible for any and all activities that occur under your account. You will notify Swivl immediately upon learning of any unauthorized use of your account or any other breach of security. We may access your account to maintain or improve the Site, including providing you with assistance related to technical or billing issues. We have the right to disable your account, in our sole discretion, if you have violated these Legal Terms.

Digital Millennium Copyright Act Policy

Our policy is to expeditiously respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). This Digital Millennium Copyright Act Policy describes the information that should be present in a notice of alleged copyright infringement, the text of which can be found at the U.S. Copyright Office, www.copyright.gov. Our response to a proper notice of copyright infringement may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating the content owner's access to the site. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the material so that they may make a counter notification pursuant to Sections 512(g)(2) and (3) of the DMCA.

Infringement Notification

To file a notice of infringement with Swivl, you must provide a written communication (by fax or regular mail) that sets forth the information specified in the list below. Subject to prior written agreement you may not communicate the information specified below by email. Please note that you will be liable for damages (including costs and attorney's fees) if you materially misrepresent that material is infringing your copyright(s). To expedite our ability to process your request, please use the following format, a) identify with sufficient detail the copyrighted work that you believe has to been infringed, b) identify the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us and the owner or administrator of the user content to locate the material, c) provide information reasonably sufficient to permit us to contact you, d) include the following statement: "I 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 the law", e) include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed", f) Sign the document, and b) Send the written communication to our Designated Agent at:

Swivl 1906 El Camino Real, Suite 102, Menlo Park, CA 94027 Fax: 650 362 1995

Attn: Vlad Tetelbaum DMCA Complaints

Counter Notification. The owner or administrator of the allegedly infringing material may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. To file a counter notification with us, you must provide a written communication (by fax or regular mail) that sets forth the information specified in the list below. Subject to prior written agreement you may not communicate the information specified below by email. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To expedite our ability to process your request, please use the following format, a) identify the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled, b) Provide your name, address, and telephone number, c) Include the following statement: "I consent to the jurisdiction of Federal District Court for the State of California", d) include the following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent"; Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled", e) sign the document, and f) send the written communication to our Designated Agent at:

Swivl 1906 El Camino Real, Suite 102, Menlo Park, CA 94027 Fax: 650 362 1995

Attn: Vlad Tetelbaum DMCA Complaints

Upon receipt of such counter notification, we will promptly provide the person who provided the original infringement notification with a copy of the counter notification, and inform that person that we may replace the removed material or cease disabling access to it in 10 business days. We will replace the removed material and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the counter notice, unless our Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our system or network.

Repeat Infringers. In accordance with Section 512(i)(1)(a) of the DMCA, we will, in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.

Contact Us

If you have any questions, please contact us at:

Swivl, Inc.

1906 El Camino Real, Suite 102, Menlo Park, CA 94027

support@swivl.com

For European privacy related inquiries, contact us at:

eudatarep@swivl.com