TERMS & CONDITIONS RELATING TO HARDWARE TOKENS

1. INTRODUCTION

1.1 These Terms and Conditions ("Terms") govern the supply by Swivel Secure Limited, a company registered in England with company number 04068905, whose registered office is at 1200 Century Way, Thorpe Park, Leeds, LS15 8ZA ("Swivel"), of hardware authentication tokens ("Tokens") and other matters relating to Tokens as referred to in these Terms. The technical specifications for Tokens can be found on Swivel's Knowledgebase https://kb.swivelsecure.com/wiki/index.php/Token (or the relevant replacement page relating to Tokens within http://swivelsecure.com). The person or entity which has purchased and uses the Tokens (the "End User") should familiarise themselves with these Terms, in particular before returning any Token(s) to Swivel.

2. WARRANTY

2.1 Swivel warrants to the End User that the Token(s) delivered to the End User will be free from defects in materials and workmanship effective for a period of 4 (four) years, beginning on the date of Swivel's original shipment of the Token(s) to the End User. Provided that (i) the End User has notified Swivel of a defect in the Token(s) during the warranty period and (ii) Swivel has confirmed such Token(s) to be defective after the End User has returned the Token(s) to Swivel, as the End User's exclusive remedy for breach of warranty, Swivel will replace the Token(s) at no charge to the End User. This warranty does not apply, and no Token(s) will be replaced by Swivel, if the Token(s) ceases to operate because of damage or improper use. Although reasonably hardwearing, Tokens should be treated with the same degree of care as a precision device.

2.2 The battery life of a Token in normal use is a minimum of four years. If a Token ceases to operate during the period of 4 (four) years, beginning on the date of Swivel's original shipment of the Token to the End User, as a result of the expiry of the battery of that Token, Swivel will replace the Token at no charge to the End User.

2.3 Defective Tokens, and Tokens with an expired battery, which are returned to Swivel to be replaced become the property of Swivel and will not be returned to the End User.

2.4 The End User is responsible for any return shipping charges.

3. RETURN AND DISPOSAL OF TOKENS

3.1 It is not possible to return any Token(s) to Swivel in order to obtain a full or partial refund or any other form of payment if an End User no longer wishes to use any Token(s) or in respect of any Token(s) which the End User has purchased but has not used.

3.2 End Users which wish to dispose of Tokens should do so in accordance with all local codes and regulations for products containing batteries and or electronic equipment and should contact their local environmental control or disposal agency for further details.

4. GENERAL

4.1 A failure by Swivel to exercise, or a delay in exercising, any right or remedy under these Terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which Swivel may otherwise have and no single or partial exercise of any right

or remedy under these Terms shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. Any waiver of a breach of any of these Terms shall not be deemed a waiver of any subsequent breach or default and shall not affect the other Terms. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.

4.2   These Terms shall be governed by and construed in accordance with English Law and the English courts shall have exclusive jurisdiction in connection with any dispute.

4.3   Swivel may amend these Terms at any time in its sole discretion.

Swivel Secure, 1200 Century Way, Thorpe Park, Leeds, LS15 8ZA

www.swivelsecure.com