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Sword Fish Media: Terms of Service and Privacy Policy

Effective Date: January 22, 2025

The following terms and conditions govern all use of the <u>www.swordfishmedia.co</u> website and all content, services, features, activities, and products available at or through the website (referred to as "Sword Fish Media," "we," "our," or "us").

By accessing or using the Services, you agree to these terms and conditions and Sword Fish Media's Privacy Policy to form a legally binding agreement ("Agreement"). If you do not agree to these terms, you may not access or use the Services. The Services are available only to individuals aged 13 or older.

1. Content on the Services

1.1 General

Opinions expressed by contributors, authors, and moderators on Sword Fish Media are their personal opinions and not endorsements by Sword Fish Media. All content is provided for informational purposes only.

1.2 Ownership

All content is protected by copyright laws and owned by Sword Fish Media or its licensors. Commercial use of content is prohibited without explicit written permission. Without prior consent, you may not use Sword Fish Media's logos or trademarks.

1.3 Limited License

Sword Fish Media grants you a limited, revocable, non-exclusive license for personal, non-commercial use of the content, subject to compliance with this Agreement. This license does not grant ownership or intellectual property rights.

2. User-Generated Content

2.1 Prohibited Actions

Users may not:

- Post harmful, offensive, or unlawful content.
- Violate the property rights or privacy of others.
- Use the Services for unauthorized or malicious activities.

2.2 Management of User Submissions

Sword Fish Media reserves the right to remove, edit, or restrict access to user submissions at its sole discretion.

2.3 License to Sword Fish Media

By submitting content, you grant Sword Fish Media a perpetual, royalty-free license to use, modify, and distribute your submissions for any purpose, including marketing and promotional.

2.4 User Responsibility

Users are solely responsible for their submissions and agree not to post content that infringes on third-party rights.

3. Links to Third-Party Websites

The Services may include links to third-party websites. Sword Fish Media is not responsible for such websites' accuracy, reliability, or practices. Use of these links is at your own risk.

4. Disclaimer of Warranties

The Services are provided **"AS IS."** Sword Fish Media disclaims all warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. Use of the Services is at your own risk.

5. Limitation of Liability

Sword Fish Media is not liable for any indirect, incidental, special, or consequential damages arising from your use of the Services.

6. Violations and Indemnification

You agree to indemnify Sword Fish Media against any losses or damages from violating this Agreement or your User Submissions.

7. Modifications and Termination

Sword Fish Media reserves the right to modify these terms or terminate access to the Services any time. Continued use of the Services after modifications constitutes acceptance of the updated terms.

8. Dispute Resolution

8.1 Binding Arbitration

Disputes will be resolved through binding arbitration by the Federal Arbitration Act.

8.2 Filing Deadline

All disputes must be filed within one year of arising.

8.3 Jurisdiction

Legal actions must be brought in the state or federal courts of Illinois.

Privacy Policy

1. Information Collection

We collect:

- Personal information (e.g., name, email, phone) through forms and inquiries.
- **Technical information** (e.g., browser type, IP address) via cookies and similar technologies.

2. How We Use Information

We use collected information to:

- Respond to inquiries and provide services.
- Improve the website and conduct analytics.
- Comply with legal obligations.

3. Information Sharing

We may share information with:

- Service providers (e.g., Google Analytics).
- Legal authorities, when required by law.
- Third parties in cases of mergers or acquisitions.

4. Your Rights

You may request access to, correction of, or deletion of your data by contacting us at **info@swordfishmedia.co**.

5. Data Security

We implement reasonable security measures to protect your data; however, no system is entirely secure.

6. California Residents

Under California law, you may request details about data shared for direct marketing purposes or request the deletion of personal data. Please contact **info@swordfishmedia.co** for these inquiries.

Contact Information

For questions or concerns, please reach out to:

Email: info@swordfishmedia.co