

Swift Performance — Terms & Conditions

SWIFT PERFORMANCE

SOFTWARE & HARDWARE SERVICES — TERMS & CONDITIONS

Last updated: 9th January 2026

These Terms & Conditions (“Terms”) govern access to and use of Swift Performance’s software applications, hardware devices, and related services (“Services”).

By creating an account, installing or using the Services, or accessing Swift Performance applications, you confirm that you have read, understood, and agree to be bound by these Terms.

1. ABOUT US

Swift Performance Pty Ltd (“Swift”, “we”, “us”) provides performance measurement hardware, software applications, and related analytics services.

2. DEFINITIONS

1. “Customer” means the individual or organisation using the Services.
2. “Customer Data” means all data generated through use of the Services, including measurements, performance metrics, and usage data.
3. “Personal Data” has the meaning given in the EU General Data Protection Regulation (“GDPR”) and includes any information relating to an identified or identifiable natural person.
4. “Anonymised Data” means data that has been irreversibly de-identified such that no individual or organisation can be identified directly or indirectly and which no longer constitutes Personal Data under GDPR.
5. “Hardware” means Swift-supplied physical devices.
6. “Subscription” means a paid plan granting access to the Services.
7. “Enterprise Agreement” means a separately executed written agreement between Swift and a customer that expressly overrides these Terms.

3. ELIGIBILITY & ACCOUNT CREATION

1. You must be legally capable of entering into these Terms and authorised to bind any organisation you represent.
 2. You are responsible for:
 - maintaining the security of your account credentials
 - ensuring account information is accurate and up to date
 - all activity conducted under your account
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4. SERVICES & SUBSCRIPTIONS

1. Swift provides access to the Services on a subscription basis, with pricing varying by product and service tier.
 2. Subscriptions may be purchased for: 1 year, 3 years, or 5 years.
 3. Unless otherwise stated, subscriptions renew automatically at the end of the applicable term.
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5. LIFETIME SUBSCRIPTION

Where offered, a Lifetime Subscription provides ongoing access to the software features available for the applicable product at the time of purchase.

Lifetime Subscriptions:

- include bug fixes, security updates, and compatibility updates
 - exclude new products, major feature expansions, or premium modules unless separately purchased
 - may require payment for optional cloud hosting or support services
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6. HARDWARE USE & OWNERSHIP

1. Unless expressly sold, all Hardware remains the property of Swift.
 2. You are granted a limited, non-exclusive right to use Hardware solely in connection with the Services and in accordance with Swift documentation.
 3. You must not:
 - modify, disassemble, or reverse engineer Hardware
 - use Hardware outside its intended purpose
 - permit unauthorised third-party access
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7. FEES & PAYMENT

1. Fees are payable in advance unless otherwise agreed in writing.
 2. Failure to pay fees may result in suspension or termination of access to the Services, including remotely disabling hardware.
 3. Fees are non-refundable except as required by applicable law.
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8. DATA OWNERSHIP, PRIVACY & GDPR

Customer Data Ownership

1. You retain ownership of all Customer Data.
 2. Nothing in these Terms transfers ownership of Customer Data to Swift.
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9. ROLES UNDER DATA PROTECTION LAW

For the purposes of applicable data protection laws (including GDPR):

- you act as the data controller of Personal Data contained in Customer Data
 - Swift acts as a data processor, processing Personal Data only as necessary to provide the Services
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10. USE OF ANONYMISED DATA (PUBLIC CUSTOMERS)

You grant Swift permission to use Anonymised Data derived from Customer Data for purposes including:

- operating, maintaining, and improving the Services
- developing new features and products
- generating aggregated, industry-level analytics and benchmarks

Swift warrants that:

- Anonymised Data does not identify you, your organisation, or any individual
 - Personal Data is not used once anonymisation has occurred
 - Anonymised Data is not re-identified or combined with other datasets to attempt re-identification
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11. ENTERPRISE CUSTOMERS — NO ANONYMISED USE

Where you have entered into an Enterprise Agreement, the data use rights in Section 10 do not apply. All data handling for enterprise customers is governed exclusively by the applicable Enterprise Agreement.

12. LAWFUL BASES FOR PROCESSING

Swift processes Personal Data on the following lawful bases, as applicable:

- performance of a contract (providing the Services)
 - legitimate interests (service operation, security, and fraud prevention)
 - consent, where required by law
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13. DATA RETENTION

Swift retains Customer Data only for as long as reasonably necessary to provide the Services and comply with legal or regulatory obligations. Customer Data may be deleted or anonymised upon account termination, subject to reasonable backup retention periods.

14. INTERNATIONAL DATA TRANSFERS

Customer Data may be processed or stored in jurisdictions outside your country of residence. Where required by law, Swift will implement appropriate safeguards, including standard contractual clauses or equivalent lawful transfer mechanisms.

15. DATA SUBJECT RIGHTS

Where GDPR applies, individuals may have rights including access, correction, deletion, or objection. Requests should be directed to the Customer as a data controller. Swift will reasonably assist Customers in fulfilling such requests where required.

16. CONFIDENTIALITY

Each party agrees to protect the other party's confidential information and not disclose it except as required to provide the Services or as required by law.

17. INTELLECTUAL PROPERTY

1. Swift retains all intellectual property rights in: Software, Firmware, hardware designs, and Documentation.
 2. These Terms grant you a right to use the Services, not ownership of them.
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18. ACCEPTABLE USE

You must not:

- misuse or disrupt the Services
- attempt unauthorised access to systems
- use the Services in violation of applicable law

Swift may suspend or terminate access for misuse.

19. SUPPORT & UPDATES

Support levels vary by subscription tier. Swift may update or modify the Services to maintain security, improve functionality, or comply with legal or regulatory requirements.

20. WARRANTIES & DISCLAIMERS

1. Swift warrants that it has the right to provide the Services.
 2. Except as required by law, the Services are provided “as is”.
 3. Swift does not guarantee training outcomes, performance improvements, or fitness results.
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21. LIMITATION OF LIABILITY

1. To the extent permitted by law, Swift is not liable for indirect, incidental, or consequential loss.
 2. Swift’s total aggregate liability is limited to the fees paid by you in the 12 months preceding the claim.
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22. TERMINATION

1. Either party may terminate these Terms for material breach.
 2. On termination: access to the Services ceases and Hardware must be returned if applicable.
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23. CONSUMER LAW

Nothing in these Terms excludes or limits rights that cannot be excluded under Australian Consumer Law or applicable consumer or data protection legislation.

24. CHANGES TO TERMS

Swift may update these Terms from time to time. Continued use of the Services constitutes acceptance of the updated Terms.

25. GOVERNING LAW

These Terms are governed by the laws of Queensland, Australia, excluding conflict-of-law principles.

26. ENTERPRISE CUSTOMERS

Enterprise customers may be governed by a separately executed Enterprise Agreement. In the event of any inconsistency between these Terms and an Enterprise Agreement, the Enterprise Agreement prevails in full.