

SWAI Terms and Conditions

Effective Date: [Insert Date]

Welcome to SWAI! These Terms and Conditions ("Terms") govern your access to and use of our platform, which connects brands and content creators and facilitates the exchange of content. By registering on our platform, you agree to be bound by these Terms.

1. Definitions

- **"Platform"**: The SWAI digital platform that connects brands and content creators.
- **"Brand"**: Any user or entity that registers on the platform to order content from creators.
- **"Creator"**: Any user who registers on the platform to provide content (photos, videos, etc.) for brands.
- **"Content"**: The photos, videos, or other creative works created by a Creator for a Brand through the platform.

2. Registration and Account

- **Eligibility**: You must be at least 18 years old and legally capable of entering into a contract under German law.
- **Account Registration**: To use the platform, you must create an account and provide accurate and complete information. You are responsible for maintaining the confidentiality of your account and password.
- **Account Suspension**: SWAI reserves the right to suspend or terminate your account for violations of these Terms.

3. Services Provided

- SWAI facilitates the connection between Brands and Creators for the exchange of content.
- SWAI acts as an intermediary and is not responsible for the content produced, except as specified in these Terms.
- Brands and Creators are solely responsible for fulfilling their contractual obligations to each other regarding content creation, usage, and payment.

4. Content Creation Process

- **Project Briefs:** Brands will submit briefs detailing the content they require. Creators must adhere to the brief when creating content.
- **Content Delivery:** Creators must deliver content within **7 days** of being accepted to a project.
- **Revisions:** Creators must submit any requested revisions within **7 days** after receiving feedback from the Brand or SWAI. Brands have **7 days** to give feedback, otherwise content will be automatically approved.
- **Ownership:** Ownership and usage rights of the content will be determined according to the contracts signed between Brands and Creators, as outlined in the project brief.

5. Payments

- Payments will be processed through the platform. Creators will be paid within **30 days** after the final approval of the deliverables.
- SWAI may charge service fees for using the platform. Any fees will be clearly communicated before they are charged.
- SWAI is not responsible for any tax liabilities or obligations associated with payments.

6. Intellectual Property

- **Content Ownership:** Creators retain ownership of their content unless otherwise specified in the project brief or contract.
- **License to Brands:** Creators grant Brands a limited, non-exclusive license to use the content as outlined in the project brief.
- **No Modification Without Consent:** Brands may not modify, sublicense, or redistribute content without written consent from the Creator and SWAI.

7. Confidentiality

- You agree not to disclose any confidential information about SWAI, the Brands, or the Creators without prior written consent.
- This obligation extends to any project briefs, content strategies, or personal data shared on the platform.

8. Prohibited Activities

You agree not to:

- Use the platform for illegal purposes.
- Infringe on any intellectual property rights of others.
- Engage in any conduct that disrupts or interferes with the operation of the platform.

9. Limitation of Liability

- SWAI is not liable for any indirect, consequential, or incidental damages arising from your use of the platform.
- SWAI's liability is limited to the total fees paid by you for services on the platform within the last 12 months.

10. Termination

- **Termination by SWAI:** We may terminate your account if you violate these Terms.
- **Termination by User:** You may terminate your account at any time. Upon termination, you must cease all use of the platform and any associated content.
- **Survival:** Sections regarding intellectual property, payment, and limitation of liability will survive termination.

11. Data Privacy

Your use of the platform is subject to our **Privacy Policy**, which outlines how we collect and process your personal data under GDPR and German law.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of **Germany**. Any disputes will be subject to the exclusive jurisdiction of the courts of **[Insert Jurisdiction]**.

13. Changes to Terms

SWAI reserves the right to modify these Terms at any time. Any changes will be posted on this page, and you will be notified via email or through the platform. Continued use of the platform after