



## Terms of Service

*Effective March 24, 2025*

Please read the following carefully. Throughout these Terms of Service (these “Terms”), “we,” “us,” and “our” refer to swaef.com, owned and operated by Beriffa Group. VAT: DK-44173360.

These Terms, including those additional terms and conditions and policies referenced herein and/or available by hyperlink, govern your access to and use of the swaef.com website at swaef.com (as well as other sites we own or operate) (referred to collectively as the “Site”), our mobile application (the “App”), and the products and services provided by swaef.com (collectively, the “Service”). Any new features or tools added to the current Service shall also be subject to these Terms unless such features or tools are distributed with separate terms and conditions.

We offer the Service to you (referred to as “you” and “your”) under these Terms.

This is a binding agreement. If you use the Service or click accept or agree to these Terms if presented to you in a user interface for the Service, we will understand this as your acceptance of these Terms and your agreement to all of its terms and conditions. By accepting these Terms or using the Service, you represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside. If you do not agree to all of these Terms, you are not authorized to use the Service and you must promptly cease using it.

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes as further described below. Any controversy, allegation, or claim that arises out of or relates to the Service, these Terms, or any additional terms, whether heretofore or hereafter arising (collectively, a “Dispute”), except for any controversy, allegation, or claim that arises out of or relates to our actual or alleged intellectual property rights (an “Excluded Dispute”), shall be finally resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and these Terms do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator or arbitral panel may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration provisions will remain in force.

Our store is hosted on Shopify, Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

### **SECTION 1 – YOUR ACCESS TO THE SERVICE**

When using the Service on your mobile, laptop, desktop, or other device (your “Device”), you acknowledge and agree that you are responsible for (a) maintaining Internet access for your Device and (b) any Internet connection and telecommunications fees and charges that you incur.

swaef.com is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Service, including, but not limited to, screen display operation features of your Device.

Access to the Service may be suspended temporarily and without notice: in the event of a system failure, for maintenance or repair, where we reasonably suspect there has been a breach of these Terms, for reasons reasonably beyond our control, or as otherwise explained in these Terms.

### **SECTION 2 – PERMITTED USE AND RESTRICTIONS**

Subject to the terms and conditions of these Terms, swaef.com hereby grants you a limited, non-exclusive, personal, non-transferable, non-sublicensable, non-assignable license to access and use the Service (including updates and upgrades that replace or supplement it in any respect and which are not distributed with a separate license, and any documentation) solely for your personal use on a Device that you own or control. We reserve all other rights, which are not granted in these Terms.

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents age 13 or over to use the Service. Individuals under the age of 13 are not permitted to use the Service.

You may not access or use the Service in any way that is not expressly permitted by these Terms. You may not: (a) cause, permit, or authorize the modification, copy, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Service; (b) sell, assign, rent, lease, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity; or (c) use the Service for any unlawful, prohibited, abnormal, or unusual activity as determined by swaef.com in its sole discretion.

You must not use (or permit a third-party to use) the Service: (i) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system used by the Service; (ii) in a way that could damage, disable, overburden, impair, or compromise our systems or security, or interfere with other users; (iii) to collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service; (iv) via use of a robot, spider, or other automated device to monitor or copy the Service or any information provided by the Service; (v) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms; or (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam). You acknowledge and agree that you are solely responsible, and swaef.com has no responsibility or liability to you or any other person or entity for, any breach by you of these Terms or for the consequences of any such breach.

### **SECTION 3 – USER ACCOUNTS AND SECURITY**

**User Accounts.** To use certain features of the Service, you may be required to create a swaef.com account and provide us with a username, password, and certain other information about yourself. You are solely responsible for the information associated with your account and anything that happens related to your account. You agree to provide true, accurate, current, and complete information as requested by any forms and maintain and update such information to keep it true, accurate, current, and complete. Your failure to maintain true, accurate, current, and complete account information may result in your inability to access or use our Service.

**Account Security.** Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account passwords. You agree to notify swaef.com immediately if you become aware of any unauthorized use of your password or your account.

**Account Sharing or Transfers.** Accounts are registered to you personally and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone else.

**Fees.** You agree to pay all applicable fees and taxes incurred by you or anyone using your account. YOU ACKNOWLEDGE YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

**Account Deletion by You.** You may delete your account at any time. You may delete your account by contacting us at the information in Section 21 (Contact Information) below.

**Account Deletion by Us.** swaef.com may terminate your account at any time for any reason or no reason, including if: (a) swaef.com determines that you are (i) in breach of or otherwise acting inconsistently with these Terms or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to swaef.com; (b) swaef.com determines it is required by law to terminate your account; or (c) swaef.com decides to stop providing the Service or critical portions of the Service. When terminating your account, swaef.com may delete your account and the information in it. You have no ownership rights to your account.

#### **SECTION 4 – TERMS OF SALE AND PAYMENTS**

**Payment Methods.** If you choose to purchase goods from us, you acknowledge that you will be required to provide a current, valid, accepted method of payment (“Payment Method”) and you agree that we may charge your Payment Method. swaef.com uses authorized third parties for the purpose of processing your transactions, credit card authorizations, order fulfillment, and shipping. By submitting Payment Method details to us or our third-party processors, you grant (or otherwise authorize) swaef.com the right to store and process your information with such third parties. You agree that swaef.com will not be responsible for any failures of such third parties to adequately protect your information.

**Product Availability.** We cannot guarantee the availability of a particular product at any particular time, and we reserve the right to change and/or cancel our merchandise offerings through the Service, without notice, at any time. All prices displayed through the Service are exclusive of taxes and shipping charges. All orders are subject to acceptance and availability. In certain circumstances, products may become unavailable after an order has been placed. In such a case, a refund will be issued to your original Payment Method for the amount paid.

**Personal Use.** Unless you are an authorized retailer, all products sold by or received from swaef.com are intended to be used for personal purposes only, and you may not sell or resell any products you purchase or otherwise receive from swaef.com. swaef.com reserves the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms, as determined by swaef.com in its sole discretion.

**Shipping.** For details regarding shipping, international customs and duties, and shipping fees, please see our Shipping and Returns Policy.

**All Sales Final.** Due to limited available quantities of our products, all sales are final. We can only offer a return for items that are received damaged. For more details, please see our Shipping and Returns Policy.

#### **SECTION 5 – THIRD-PARTY LINKS**

The Service may contain links to or allow you to share or access content directly with third-party sites and applications (“Third-Party Sites”). You acknowledge that we have no control over the Third-Party Sites and are not responsible for their contents and/or availability. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

These links are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content, or other material contained in the Third-Party Sites, and we have no association with their operators. Your use of the Third-Party Sites will be governed by their terms and conditions and privacy policies (if any) ("Third-Party Terms"). It is your responsibility to read and comply with Third-Party Terms.

## **SECTION 6 – IDEA SUBMISSIONS**

Our company policy does not permit us to access or consider ideas, suggestions, proposals, or materials (collectively, "Submissions") that we have not specifically requested. This policy is intended to help us, and our customers, avoid future misunderstanding when new products or services developed internally by our employees might be similar or even identical to a customer's idea.

If, despite our request that you not send us your Submissions, you still submit them, then regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (a) such Submissions will be considered non-confidential and non-proprietary; (b) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Service or otherwise to third parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer or sublicense such rights; (c) we may have something similar to the Submissions already under consideration or in development; and (d) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

## **SECTION 7 – MOBILE MESSAGE TERMS**

The swaef.com mobile message service (the "Mobile Service") is operated by swaef.com. By agreeing to these Terms, using the Mobile Service, or using the Service, you agree to the terms of this Section 7 (the "Mobile Message Terms"), as well as to the entire Terms, including, without limitation, your agreement to resolve any dispute with us through binding, individual-only arbitration, as detailed in Section 18 (Dispute Resolution). We may modify or cancel the Mobile Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Message Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes to the Mobile Service.

**User Opt-In.** The Mobile Service allows users to receive SMS/MMS mobile messages by affirmatively opting into the Mobile Service, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Mobile Service, you agree that the Mobile Message Terms apply to your participation in the Mobile Service, and you acknowledge and agree that your information may be shared with third-party service providers who help us administer the Mobile Service. By participating in the Mobile Service, you agree to receive auto-dialed or prerecorded marketing mobile messages at the phone number associated with your opt-in. While you consent to receive messages sent using an auto-dialer, the foregoing shall not be interpreted to suggest or imply that any or all of our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "auto-dialer"). Message and data rates may apply.

**User Opt-Out.** If you do not wish to continue participating in the Mobile Service or no longer agree to the terms of the Mobile Message Terms, you agree to reply STOP to any mobile message from swaef.com in order to opt out of the Mobile Service. You may receive an additional mobile message confirming your

decision to opt-out. You understand and agree that the foregoing option is the only reasonable method of opting-out. You also understand and agree that any other method of opting-out, including, but not limited to, texting words other than the word STOP or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting-out. For Mobile Service support or assistance, email [support@swaef.com](mailto:support@swaef.com).

**Duty to Notify and Indemnify.** If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Mobile Service, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms. You further agree that, if you discontinue the use of your mobile telephone number without notifying [swaef.com](http://swaef.com) of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by [swaef.com](http://swaef.com), or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and the Mobile Message Terms shall survive any cancellation or termination of your agreement to participate in the Mobile Service. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**Mobile Service Description.** Without limiting the scope of the Mobile Service, users that opt-in to the Mobile Service can expect to receive messages concerning the marketing and sale of products, services, and events.

**Cost and Frequency.** Message and data rates may apply. The Mobile Service involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with [swaef.com](http://swaef.com).

**MMS Disclosure.** The Mobile Service will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

**Our Disclaimer of Warranty.** The Mobile Service is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with the Mobile Service. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of [swaef.com](http://swaef.com)'s control.

**Participant Requirements.** You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your device capabilities for specific text messaging instructions.

## **SECTION 8 - PERSONAL INFORMATION**

These Terms also incorporate the terms of our Privacy Policy (as updated from time-to-time). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy. By agreeing to these Terms, you are also agreeing to the Privacy Policy and you

consent to (a) the processing of your personal information as explained in the Privacy Policy and (b) the collection of information from your Device as explained in the Privacy Policy.

#### **SECTION 9 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **SECTION 10 – INTELLECTUAL PROPERTY RIGHTS**

The swaef.com name and logo are trademarks and service marks of swaef.com. You do not have the right to use any of our trademarks, service marks, or logos, and your unauthorized use of any of these may be a violation of federal and state trademark laws.

You acknowledge that all intellectual property rights in the Service, whether registered or unregistered, including but not limited to rights in graphics, logos, “look and feel,” trade dress, structure, organization, code, and all other content in the Service and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of swaef.com, and are protected by intellectual property laws. You acknowledge and agree that swaef.com, and/or its licensors, own all right, title, and interest in and to the Service, including all intellectual property, industrial property, and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international intellectual property laws. Further, you acknowledge that the Service may contain information that swaef.com has designated as confidential, and you agree not to disclose such information without swaef.com’s prior written consent. Nothing posted on the Service grants a license to any swaef.com trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel, or otherwise. You should assume that everything you see or read on the Service is proprietary information protected by intellectual property laws unless otherwise noted and may not be used except with the written permission of swaef.com. When accessing the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

#### **SECTION 11 – NOTICE FOR CALIFORNIA RESIDENTS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1789.3**

Under California Civil Code Section 1789.3, California users of an electronic commercial service receive the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd. Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

#### **SECTION 12 – INDEMNITY**

You agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, employees, and agents (the “Indemnified Parties”) harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or in connection with: (a) your use of the Service; (b) your breach or violation of any of these Terms; or (c) your violation of the rights of any third party. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties.

### **SECTION 13 - DISCLAIMER OF WARRANTIES**

WE PROVIDE THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS, OR ERRORS IN THE SERVICE OR TO OTHERWISE SUPPORT, DEVELOP, OR MAINTAIN THE SERVICE. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content included on the Service is accurate, complete, or up to date.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS, AND OTHER TERMS, WHICH MAY APPLY TO THE SERVICE (INCLUDING OUR PRODUCTS) WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES WITH RESPECT TO THE SERVICE (INCLUDING OUR PRODUCTS) AND ALL INFORMATION AND CONTENT INCLUDED ON THE SERVICE.

No information or advice obtained through the Service, or affirmation by us, by words or actions, shall constitute a warranty.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

### **SECTION 14 – LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICE (INCLUDING OUR PRODUCTS) OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF SWAEF.COM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole remedy for dissatisfaction with the Service including, without limitation, content offered on the Service, is to stop using the Service (including our products). Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Service or any links on the Service, as well as by reason of any information or advice received through or advertised in connection with the Service or any links on the Service. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Service.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Service or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed, under any circumstances, the greater of: (i) the total amount paid for goods purchased through the Service in the preceding 30 days, or (ii) Two Hundred Dollars (\$200). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Service must be brought within one year after such claim or cause of action arises or be forever barred.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, SWAEF.COM'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON SWAEF.COM'S GOVERNING LAW PROVISION SET FORTH BELOW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

#### **SECTION 15 - TERMINATION**

We may terminate these Terms and/or terminate your permission to use the Service immediately, without prior notice or liability, if (a) you commit any breach of these Terms, (b) we discontinue the Service, or (c) we are prevented from providing the Service for any reason.

Furthermore, we reserve the right to change, edit, suspend, delete, and/or cancel any part of the Service and/or your access to it at any time with or without notice to you: if required by law, or due to an event beyond our control.

On termination of these Terms for any reason: (i) all rights granted to you under these Terms will cease immediately, (ii) you must immediately cease all activities authorized by these Terms (including your use of the Service), and (iii) you acknowledge that we may restrict your access to the Service. Sections 6–8, 10, and 12–19 will survive any termination or expiration of these Terms.

#### **SECTION 16 – COMMUNICATION BETWEEN US**

If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us as indicated in Section 21 (Contact Information) at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

#### **SECTION 17 – GOVERNING LAW**

These Terms and any matter arising out of or relating to these Terms, and any claim, cause of action, controversy, or matter in dispute between you and us, whether sounding in contract, tort, statute, regulation, or otherwise, shall be governed by the internal laws of the State of Delaware in the United States, consistent with the Federal Arbitration Act, without regard to any choice or conflict of laws principles



(whether of the State of Delaware or any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from these Terms.

## **SECTION 18 – DISPUTE RESOLUTION**

**User Concerns.** Most user concerns can be resolved quickly and to the user’s satisfaction by contacting us at the contact details in Section 21 (Contact Information) below.

**Arbitration Procedures.** In the event your concern cannot be resolved informally, you and swaef.com agree that, except as provided in Section 18(e) below, all Disputes, (each a “Claim”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “JAMS Rules”) and under the terms set forth in these Terms. In the event of a conflict between the terms set forth in this Section 18 (Dispute Resolution) and the JAMS Rules, the terms in this Section will control and prevail.

Except as otherwise set forth in Section 18(e) below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and swaef.com will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given, and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (i) you and swaef.com may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

IN THE CASE OF ARBITRATION AND WHERE PERMITTED BY LAW, YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

**Location.** The arbitration will take place in the City and County of Los Angeles, California, United States of America, unless the parties agree to video, phone, or internet connection appearances.

**Limitations.** You and swaef.com agree that any arbitration shall be limited to the Claim between swaef.com and you individually. YOU AND SWAEF.COM AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

**Exceptions to Arbitration.** You and swaef.com agree that the following Claims are not subject to the above provisions concerning binding arbitration: (i) any Excluded Dispute; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for equitable relief. In

addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

**Arbitration Fees.** If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we initiate arbitration for a Claim, we will pay the costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

**Severability.** You and swaef.com agree that if any portion of this Section is found illegal or unenforceable (except any portion of Section 18(e)), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 18(e) is found to be illegal or unenforceable then neither you nor swaef.com will elect to arbitrate any Claim falling within that portion of Section 18(e) found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the City and County of Los Angeles, California, United States of America, and you and swaef.com agree to submit to the personal jurisdiction of that court.

## SECTION 19 – ADDITIONAL IMPORTANT TERMS

**Assignment.** The rights granted to you under these Terms may not be assigned without swaef.com's prior written consent, and any attempted unauthorized assignment by you shall be null and void.

**Severability.** Except as otherwise provided in Section 18(g), if any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.

**Attorneys' Fees.** In the event any litigation or arbitration is brought by either party in connection with these Terms, except as otherwise provided in Section 18(f), the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees, and other expenses incurred by such prevailing party in any legal action relating to these Terms.

**No Waiver.** Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by swaef.com of any provision, condition, or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition, or requirement at a later time.

**Equitable Remedies.** You acknowledge and agree that swaef.com would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

**Entire Agreement.** These Terms, including the documents referenced in these Terms, constitute the entire agreement between you and swaef.com with respect to the Service and supersede any and all prior agreements between you and swaef.com relating to the Service.

**Transfer.** We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

## SECTION 20 – CHANGES TO THESE TERMS

You can review the most current version of the Terms at any time at this page.



We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms by posting updates and changes to the Site and/or App. It is your responsibility to check the Site and App periodically for changes. Your continued use of or access to the Service following the posting of any changes to these Terms constitutes acceptance of those changes. In the event of a material change, we will provide you with additional notice (such as adding a statement to our homepage, sending you an email notification, or other communication method we deem reasonable).

#### **SECTION 21 - CONTACT INFORMATION**

Questions about the Terms should be sent to us at [support@swaef.com](mailto:support@swaef.com). Or called at +4571744060