

## USER AGREEMENT

This User Agreement is effective upon acceptance for new users, and from January 12, 2024, for existing users. All previous versions of the User Agreement are replaced by the terms herein.

### 1. Introduction

This document sets out your rights and responsibilities when you use our sites, applications, tools, and services (collectively referred to as our “Services”), so please read it carefully. By using any of our Services (even just browsing one of our websites or apps), you are agreeing to comply with all terms of this User Agreement when accessing or using our Services and the various policies and guidelines we have set out on our site. You can find our Privacy Policy by clicking [here](#); State Disclosures by clicking [here](#); Sanctions Policy by clicking [here](#); Improper Use Restrictions by clicking [here](#); and Shipping Guidelines by clicking [here](#) (all collectively referred to as “Policies”).

The entity you are contracting with is: SwapIt Fast LLC, a Wisconsin limited liability company. In this User Agreement, SwapIt Fast LLC is individually and collectively referred to as "SwapIt Fast," "we," or "us."

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see “Warranties and Limitation of Liability”, “Indemnification” and “Disputes with Other Users” provisions below). It also contains an Arbitration Agreement and Class Action Waiver which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate. If you do not opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

### 2. About SwapIt Fast

SwapIt Fast is a virtual swap-meet that allows users to request items to buy, and goods and services to exchange in various geographic locations. SwapIt Fast is not a party to any transaction between users, nor is SwapIt Fast a payment processor of any transaction. SwapIt Fast also is not a tax reporting agent for transactions and has no liability with regards to transaction tracking. SwapIt Fast does provide a platform for buyers, looking for certain goods and services, and sellers or traders, of those goods and services, to meet virtually and transact business.

Any guidance SwapIt Fast provides as part of our Services, such as pricing, shipping, posting, and sourcing is solely informational, and you may decide to follow it or not. We may help facilitate the resolution of disputes between buyers and sellers but do so at our own discretion and not as a service. SwapIt Fast has no control over and does not guarantee the existence, quality, safety, or legality of items posted; the truth or accuracy of users' requests or responses to such requests; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will complete a transaction or return an item.

### 3. Using SwapIt Fast

In connection with using or accessing our Services you agree to comply with this User Agreement, our policies, terms of use, and all applicable laws, rules, and regulations, and you will not:

- Breach or circumvent or attempt to breach or circumvent any laws, regulations, third-party rights or our systems, Services, policies, or termination of your account status.
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services or are a person with whom transactions are prohibited under economic or trade sanctions.
- transfer your SwapIt Fast account and user ID to another party without our consent.
- share your log in credentials with any third parties.
- create posts, or upload content in inappropriate categories or areas on our sites.
- engage in gambling.
- post false, inaccurate, misleading, deceptive, defamatory, libelous, or illegal content.
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes.
- distribute viruses or any other technologies that may harm SwapIt Fast or the interests or property of users.
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of SwapIt Fast.
- circumvent any technical measures used to provide our Services.
- interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure.
- export or re-export any SwapIt Fast application or tool, except in compliance with the export control laws, and rules and policies of any relevant jurisdictions.
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to SwapIt Fast. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to SwapIt Fast or someone else.
- infringe any Intellectual Property Rights that belong to third parties affected by your use of our Services or post content that does not belong to you.
- harvest or otherwise collect or use information about users without their consent.

### 4. Accepting These Terms

This document and the other documents that we reference herein make up our swap meet rules, or what we officially call our Terms of Use (the “Terms” for short). The User Agreement and all terms and policies posted through our site set forth the entire understanding and agreement between you and SwapIt Fast and supersede all prior understandings and agreements of the parties.

SwapIt Fast’s connects people online for the purpose of swapping, buying, and selling goods and services. Our SwapIt Fast rules are similar to those of Swap Meets and depend on how you use our Services. If you use any of our Services, you agree to these Terms, and our Policies.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such an account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

## 5. Types of Fees

Sellers may be required to pay taxes and fees which may or may not be passed to the Buyer. Sellers are required to pay all applicable state, local and federal fees, including without limitation any value-added tax (VAT) or similar taxes that may apply to any transactions. Unless otherwise indicated in the terms of the sale between buyers and sellers, all service fees, including prepaid fees and taxes, are non-refundable.

### A. Postings

There is no fee to post items being requested on the SwapIt Fast site. You will only be charged a subscription fee for creating or renewing your SwapIt Fast account; there is no fee for editing your user profile. Only Vendors will be charged the subscription fee there is no fee for buyers who post requests whether or not you post any requests for items, whether or not any response is received from your request, and whether or not items are sold and delivered by the seller. SwapIt Fast postings expire after sixty (60) days and the buyer will receive notice prior to expiration to be given the option to repost request. Archived postings can be reposted at any time. SwapIt Fast will automatically archive your postings at the end of the sixty (60) days period unless you renew the particular posting from your account.

### B. Transaction Fees

When you make a sale through SwapIt Fast, you will not be charged a transaction fee. If you are a seller, sales tax and other taxes may apply, and it is the responsibility of the seller to collect and pay all such taxes.

### C. Advertising and Promotional Fees

SwapIt Fast Services help you post your items. SwapIt Fast does not guarantee that anyone will respond to your request or will click on your item. Posting is free to the buyer and does not obligate SwapIt Fast to provide an audience for items being requested.

#### D. Shipping and Handling Charges

SwapIt Fast buyers should be aware of all shipping and handling charges that the seller may impose. Generally, the cost of the shipping will depend on the shipping carrier, and the origin, destination, weight, and dimensions of the package. Buyers and sellers are responsible for determining the method and costs of all shipping and handling, if any, and SwapIt Fast shall have no liability for enforcing any terms or payments. Buyers and sellers agree to the Shipping Guidelines when shipping items.

#### E. Other Governmental Fees, Charges and Levies

Certain jurisdictions may require sellers to collect or buyers to pay other fees, charges, or levies (e.g., environmental fees) for transactions on SwapIt Fast and to remit those amounts to the relevant governmental authorities. Buyers and sellers are responsible for determining whether any fees, charges or levies are due and to pay those fees, charges, and levies in accordance with all applicable laws, if any, and SwapIt Fast shall have no liability for enforcing any payments.

### 6. Subscription Fees

SwapIt Fast subscription offers access to the SwapIt Fast Services for Vendors. SwapIt Fast subscription fees are charged to your payment method each month or each year depending on whether you have subscribed to a monthly or annual term. Only Vendors are charged a subscription fee. Subscriptions allow a Vendor to respond to a buyer's request and offer to sell items to the buyer. Where applicable, SwapIt Fast may charge local taxes (e.g. sales taxes or VAT/GST) on your subscription fee.

- A. Auto-renew. Subscription fees will be renewed on the same day that the subscription period is set to expire. For example, if you sign up on June 5 for a monthly subscription, your subscriptions fees will be charged to your payment method on July 5, August 5, and so on. Should the fee fall on the last day of the month after the 28th, your subscription fees will be charged to your payment method on the last day of the month. For example, if you sign up on May 31, your subscription fees will be added on June 30 because that is the last day of the month. If you sign up on June 5 for an annual subscription, your subscriptions fees will be charged to your payment method on June 5 each subsequent year thereafter. If you sign up on the last day of February in a leap year, your annual subscription will fall on the last day of February each subsequent year. You can cancel your SwapIt Fast subscription anytime by visiting the site and updating your profile. You will have access to your SwapIt Fast subscription until the end of that subscription cycle, and your final day of access will be the end of the then current period. After your SwapIt Fast subscription has ended, your postings and data will be suspended for a period of ninety days (90) and you will no longer have access to your account information. After 90 days (90) your data may be deleted if your subscription is not renewed. Failure to keep your payment information current may result in your account not being renewed and

your account being deleted. It is the user's responsibility to keep the payment method for your subscription current.

#### B. Auto Billing

By enrolling in SwapIt Fast's automatic subscription renewal we will charge the credit card you have on file on the renewal date at the rate then in effect for renewal. You agree to the following terms.

You authorize SwapIt Fast's payment processing company to keep your payment card information on file and to charge the card on file on the renewal date. Upon enrollment, SwapIt Fast will charge your current balance to the card on file.

When your card account is debited, SwapIt Fast's payment processing company will send you an email with the amount charged.

If your card account on file with us is closed, the account number is changed, or a charge is rejected by your card issuer, you must update your card information or add a new card number in your SwapIt Fast account within the time necessary to renew your subscription without losing your account data. If your charge is refused by the issuer for any reason, your SwapIt Fast account may be suspended or terminated, and you will still be required to pay any outstanding balance to reactivate your account. Your authorization applies to any successor or replacement card you or your card issuer provides.

You may cancel your renewal at any time or change the method of payment by updating your payment settings in your SwapIt Fast account. SwapIt Fast requires a reasonable period of time to act after we receive your notice. This means that an additional automatic payment may be made to your card account while we are processing your request.

#### 7. Marketplace Reporting of Seller Information

Where legally required, SwapIt Fast will report your personal details and details of transactions to which they have knowledge to relevant governmental authorities. Should SwapIt Fast be required to do so, it will issue 1099-K forms to certain sellers to comply with IRS and applicable state requirements. SwapIt Fast will not disclose any personal information to any third parties unless legally required to do so.

#### 8. Your Account with SwapIt Fast

You'll need to create an account with SwapIt Fast to use our Services. Here are a few rules about accounts with SwapIt Fast:

- A. You must be 18 years or older to use our Services. Minors under 18 are not permitted to use our Services. You are responsible for all account activity conducted on your account.
- B. Provide accurate information about yourself. It's prohibited to use false information or impersonate another person or company through your account.

- C. Choose an appropriate name. If you decide to not have your full name serve as the name associated with your account, you may not use language that is offensive, vulgar, infringes someone's intellectual property rights, or otherwise violates the Terms.
- D. You are solely responsible for any activity on your account. If you're sharing an account with other people, then the person who is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Accounts are generally not transferable.
- E. Protect your password. As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure.

9. No Partnership. These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and SwapIt Fast.

#### 10. Your Content

Content that you post using our Services is "Your Content". We don't make any claim to it, which includes anything you post using our Services (like shop names, profile pictures, posting descriptions, posting photos, reviews, comments, videos, usernames, etc.).

- A. Responsibility for Your Content. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to all parts of Your Content and that you're not infringing or violating any third party's rights by posting it.
- B. Permission to Use Your Content. By posting Your Content through our Services, you grant SwapIt Fast and, as authorized by SwapIt Fast in its sole discretion, third parties, a license to use it for whatever purpose without limitation. We don't claim any ownership to Your Content, but we have your permission to use it to help SwapIt Fast function, promote your requests, assist Vendors in identifying trends and otherwise monetarize statistical data about items being requested. For example, you acknowledge and agree SwapIt Fast may promote your requests to others on SwapIt Fast.

11. Rights Granted to SwapIt Fast. By posting Your Content, you grant SwapIt Fast and as authorized by SwapIt Fast in its sole discretion, third parties, a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content. This allows us to provide the Services and to promote SwapIt Fast, your request, or the Services in general, in any formats and through any channels, including across any SwapIt Fast Services, our partners, or third-party website or advertising medium. You agree not to assert any claims of infringement or rights of royalty or fees against us for using Your Content. You also recognize our legitimate interest in using it, in accordance with the scope of this license, to the extent Your Content contains any personal information. For example, if you write a detailed description of your request or load any images, we have permission to display the description and images, and can resize or enhance it for any purpose; if you post a

description in French, we can translate it into English or Spanish or any other language; and we can feature any requests on any aspect of our site.

12. **Reporting Unauthorized Content.** SwapIt Fast has great respect for intellectual property rights and is committed to following appropriate legal procedures to remove infringing content from the Services. If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please contact us. If Your Content is alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive a report of infringement that complies with our policies, or terminating your account if you are found to be a repeat infringer. We will send you notice should any claims of infringement be made. We reserve the right to require proof of your rights prior to taking any action, in any form we deem reasonable and necessary to protect all parties.
13. **Inappropriate, False, or Misleading Content.** You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of our Improper Use Policy. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.
14. **Your Use of Our Services**
  - A. **Limited License to Use.** We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services, subject to the Terms and the following restrictions in particular:
  - B. **Breaking the Law.** You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal, and international laws that may apply to you. It's your responsibility to obtain any permits or licenses that may be required to purchase any item, and to meet applicable legal requirements in applicable jurisdiction(s). This includes the sale and delivery of your items, such as age verification upon delivery, where required by law. You may not sell anything that violates any laws; you must comply with our Improper Use Policy and our Sanctions Policy, and you may not engage in fraud (including false claims or infringement notices), theft, anti-competitive conduct, threatening conduct, or any other unlawful acts or crimes against SwapIt Fast, another SwapIt Fast user, or a third party.
  - C. **Pay Your Subscription and any taxes.** You are responsible for paying your subscription and keeping it updated in a timely manner. Pay any taxes that you owe or are responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services.
  - D. **Do not scrape or use bots.** You agree not to crawl, scrape, or spider any page of the Services or to reverse engineer or attempt to obtain the source code of the Services (including both SwapIt Fast Intellectual Property and Buyer's postings) without our express permission.

- E. Don't Harm Our Systems. You agree not to interfere with or try to disrupt our Services by distributing a virus, excessive requests to our site or platform, or other harmful computer code.
- F. Our Trademark is ours. The name "SwapIt Fast" and the other SwapIt Fast marks, phrases, logos, and designs that we use in connection with our Services (the SwapIt Fast Trademarks), are trademarks, service marks, or trade dress of SwapIt Fast and you do not have permission to use them without our expressed written agreement.

## 15. Warranties and Limitation of Liability

SwapIt Fast does not manufacture, store, or inspect any of the items requested on our site. We provide the venue; the items offered in response to a buyer's request is produced and sold directly by independent sellers, so SwapIt Fast cannot and does not make any warranties about their quality, safety, authenticity, or their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release SwapIt Fast from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. SwapIt Fast is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services other than to meet certain compliance and legal obligations, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person.

Users may direct someone to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Pinterest). You may also need to use a third party's product or service to respond to a buyer's request (like a payment portal). When you access these third-party services, you do so at your own risk. The third-party may require you to accept their own terms of use. SwapIt Fast is not a party to those agreements; they are solely between you and the third party.

**WARRANTIES. SWAPIT FAST IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, BUT WE'RE NOT PERFECT AND SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). WE ARE EXPRESSLY DISCLAIMING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.**



WE DO NOT GUARANTEE THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER SWAPIT FAST (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, PARTNERS, OR AFFILIATES) SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL SWAPIT FAST'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF: (A) \$50, (B) THE AMOUNT YOU PAID SWAPIT FAST IN SUBSCRIPTOIN FEES FOR THE SUBSCRIPTOIN PERIOD PRIOR TO ANY ACTION GIVING RISE TO THE LIABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 16. Indemnification

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND SWAPIT FAST HAVE AGAINST EACH OTHER ARE RESOLVED.

In the event SwapIt Fast gets sued or receives a claim, notice, or demand because of something that you did (or failed to do), you agree to defend and indemnify us. That means, without limitation, you'll defend, reimburse, compensate, and hold SwapIt Fast (including any of our employees, officers, directors, agents, subsidiaries, and affiliates) harmless from any allegation, claim, demand, lawsuit, loss, liability, or expense of any kind (including reasonable attorneys' fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, items you buy or sell through the Services, and/or your actual or alleged violation of any law or any third party's rights. We reserve the right to handle our legal defense however as we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

#### 17. Disputes with Other Users

If you find yourself in a dispute with another user of SwapIt Fast, we encourage you to contact the other party and try to resolve the dispute amicably.

Buyers and sellers who are unable to resolve a dispute related to a transaction on our site may request our assistance in resolving the dispute, which we may, in our sole discretion, attempt to help you resolve disputes in good faith, but we will not make judgments or determinations

regarding legal issues or claims. SwapIt Fast has no obligation to resolve, or to assist in resolving, any disputes.

You release SwapIt Fast from any claims, demands, and damages arising out of disputes with other users or third parties.

#### 18. Arbitration Agreement and Class Action Waiver

If you're upset with us, let us know, and we'll work together in good faith to resolve your issue. But if we can't work it out, then you and SwapIt Fast (including our employees, officers, directors, agents, subsidiaries, and affiliates) agree to submit our disputes exclusively to binding individual arbitration, and we won't sue each other in court before a judge or jury, except in the limited circumstances described below.

- A. **Disputes.** You and SwapIt Fast agree to mandatory individual arbitration for all claims arising from or relating to the Services, these and prior versions of the Terms, any products, data, or content bought, sold, offered, accessed, displayed, transmitted, or listed through the Services, and actions or statements by SwapIt Fast or its users, in each case including disputes that arose before the effective date of these Terms (each, a "Dispute"). The exception is that we each may (1) bring qualifying individual claims in "small claims" court, so long as those claims remain in small claims court; (2) use any legal means to recover fully liquidated damage amount, including reducing the liquidated amounts to judgment; and (3) seek injunctive relief in court for infringement or misuse of intellectual property rights (like trademarks, copyrights, and patents). All other Disputes must be arbitrated, which means you and SwapIt Fast are each waiving your right to sue in court and have a court or jury trial.
- B. **Class and Representative Action Waiver.** You and SwapIt Fast agree that each of us may bring claims against the other only on an individual basis, and not on a class, representative, or collective basis (and we each waive any right we have to bring such claims). We each may only seek or obtain individualized relief and disputes between us cannot be arbitrated or consolidated with those of any other person or entity. If a court (after exhaustion of all appeals) decides that any part of this Section is unenforceable as to a particular claim or request for relief (e.g., public injunctive relief), then solely that specific claim or request for relief shall be severed from the arbitration and may be litigated in court (but only after the arbitrator issues an award on the arbitrable claims and remedies).
- C. **Informal Dispute Resolution.** Before filing an arbitration, you and SwapIt Fast will try in good faith to resolve any Dispute informally. To start the dispute process, you must send an individualized written notice ("Notice of Dispute") to [legal@swapitfast.com](mailto:legal@swapitfast.com) that includes (1) your name, phone number, username and shop name (if applicable), and email address for your account, and (2) a description of the Dispute and how you'd like it resolved. If SwapIt Fast has a Dispute with you, we will send a Notice of Dispute with the same information to the email address for your account. Once a complete Notice of

Dispute has been received, the recipient has 60 days to investigate the claims. If either side requests a settlement conference during this period, then you and SwapIt Fast must cooperate to schedule that meeting by phone or videoconference. You and SwapIt Fast each will personally participate and can each bring counsel, but the conference must be individualized, even if the same firm(s) represent multiple parties. For the claims in the Notice of Dispute, any statute of limitations will be tolled from the date the notice is received until the later of (i) 60 days, or (ii) after a timely requested settlement conference is completed (“Informal Resolution Period”). An arbitration cannot be filed until the Informal Resolution Period has ended, and a court can enjoin the filing or prosecution of an arbitration in breach of this Section.

D. Arbitration Rules and Procedures. To initiate arbitration, either you or we must file an arbitration demand with the American Arbitration Association (“AAA”). You may serve SwapIt Fast with any arbitration demand by mail to: SwapIt Fast, LLC. 415 George Street, Suite 105, De Pere, WI, 54115. If SwapIt Fast has a dispute with you, we will send an arbitration demand to the email address for your account. If the AAA cannot or will not administer the arbitration in accordance with this Section, we will select another provider that is nationally recognized or approved by the court in the county and state where we maintain our principal office.

- i) The arbitration will be conducted in the English language by a single arbitrator. The arbitration hearing (if any) will be held by videoconference, unless either party requests an in-person hearing and the arbitrator agrees. If an in-person hearing is required, it will be held in the county where you live, for individuals residing within the Continental United States, Brown County, Wisconsin for individuals residing outside the Continental United States, or as determined by the arbitrator. As used in this section the Continental United States shall mean, the contiguous United States consists of the 48 adjoining U.S. states and the District of Columbia, excluding Hawaii, Alaska, Puerto Rico and other territories and possessions.
- ii) The arbitration will be decided under AAA’s Consumer Arbitration Rules, as modified by this Agreement. But if you are using the Services as a business and either your or SwapIt Fast’s claims exceed \$75,000, the AAA’s Commercial Arbitration Rules will apply, as modified by this Agreement. As in court, the arbitrator shall apply governing law, any counsel must comply with Federal Rule of Civil Procedure 11(b), and the arbitrator may impose any sanctions available under the AAA Rules, Rule 11, or other applicable law. The arbitrator also shall enforce statutes of limitations and other time-based defenses, offers of judgment/compromise and fee-shifting rules in the same way as a court would.
- iii) The arbitrator will have exclusive authority to resolve all issues, except that a court has exclusive authority to decide issues related to the arbitrability of a dispute, the enforceability of any part of this Section, and either party’s compliance with this Section. The arbitrator can award damages and other relief only in favor of the individual claimant, and only to the extent necessary to provide relief warranted by

the claimant's individual claim(s). The arbitrator will not be bound by decisions reached in other arbitrations. The arbitrator's award is final and binding on you and SwapIt Fast. Judgment on the award may be entered in any court with jurisdiction.

- E. **Arbitration Fees.** Payment of all filing, case-management, administrative, hearing, and arbitrator fees ("Arbitration Fees") will be governed by the AAA's rules and fee schedules, unless otherwise stated in this Arbitration Agreement. If you are a consumer and your share of Arbitration Fees is more than you'd otherwise pay in court, let us know, and SwapIt Fast may agree, in its sole discretion, to pay the difference on your behalf.
  - F. **Opt out.** You have a limited right to opt out of this Arbitration Agreement. If you are a new user of our Services, you can opt out of this Arbitration Agreement within 30 days after you first accept the Terms. If you are an existing user of our Services, you can opt out within 30 days after the effective date (listed above). To opt out, you must send a timely email to [contact@SwapItFast.com](mailto:contact@SwapItFast.com) with your name, the email address for your account, your username and your shop name (if applicable), and a request to opt out of arbitration. If you validly opt out, neither SwapIt Fast nor you will be required to arbitrate as a result of this (or any prior version of the) Arbitration Agreement, but the Terms (and any other agreements between us) will otherwise apply to you. If we update the Terms after you validly opt out, we will continue to respect your opt-out, but such updates do not provide a new opportunity to opt out of arbitration.
  - G. **Future Changes to the Arbitration Agreement.** SwapIt Fast will notify you of material changes to this Arbitration Agreement at least 30 days before they become effective. You may reject future changes to the Arbitration Agreement by emailing SwapIt Fast within 30 days after you receive notice, including your name, email address associated with your account, and your SwapIt Fast account(s). Otherwise, you'll be bound by the change, and the modified Arbitration Agreement shall apply to all Disputes between you and SwapIt Fast, including those arising before the effective date of the changes, but excluding any claims pending in arbitration (or court, if permitted) as of the effective date. If you reject a change, you'll be bound by the most recent version of the Arbitration Agreement before the change you rejected.
19. **Choice of Law and Forum.** SwapIt Fast is based in Wisconsin, so if there are claims between you and SwapIt Fast that aren't subject to arbitration, you and SwapIt Fast each agree to litigate those claims exclusively in state or federal court in Brown County, Wisconsin, and to submit to the personal jurisdiction of those courts. The exception is if you file in small claims court you can do that in the county of your residence. Except as prohibited by law, these Terms, and all disputes between us, shall be governed exclusively by Delaware law, without regard to conflict-of-law rules, and U.S. federal law (including the Federal Arbitration Act). For clarity, this Section will continue to apply even if you validly opt out of arbitration.

## 20. Changes to the Terms

We may update these Terms from time to time, including by adding entirely new terms and deleting existing terms. If the changes are material, we'll let you know in advance by posting the changes through the Services and/or sending you an email or message about the changes. Your use of the Services after the effective date of the changes constitutes your acceptance of the updated Terms. If you do not agree with the changes, you may close your account.

## 21. Termination

- A. **Termination By User.** You may terminate your account with SwapIt Fast at any time from your account settings. Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination. Your account will become deactivated at the end of your subscription period. No refunds or prorations will be issued for users who terminate prior to the end of their subscription period.
- B. **Termination By SwapIt Fast.** We may terminate or suspend your account (and any accounts SwapIt Fast determines are related to your account) and your access to the Services should we have reason to believe you, your Content, or your use of the Services violate our Terms. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services. Generally, SwapIt Fast will notify you that your account has been terminated or suspended, unless you've repeatedly violated our Terms, or we have legal or regulatory reasons preventing us from notifying you. No refunds or prorations will be issued for users who are terminated prior to the end of their subscription period for violations of these terms.

If you or SwapIt Fast terminate your account, you may lose any information associated with your account, including Your Content.

22. **Reservation of Rights.** SwapIt Fast reserves the right to change, suspend, or discontinue any of the Services for you, any, or all users, at any time, for any reason, including those laid out in SwapIt Fast's policies under these Terms. We will not be liable to you for the effect that any changes to the Services may have on you.

23. **Survival.** The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

## 24. Miscellaneous

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and SwapIt Fast regarding the Services. If any part of the Terms is found to be invalid or unenforceable, that part will be limited to the minimum extent necessary and severed so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

## 25. Violations

If we believe you are violating this User Agreement or any of our policies, or abusing SwapIt Fast and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote postings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. We may offer a process allowing users to report claimed violations for us to consider and handle through one or more of these options, all in our sole discretion.

If we believe you are violating our policies you may be subject to a range of actions, including suspension of your account, and recovery of expenses for policy monitoring and enforcement. We may cancel unconfirmed accounts or accounts that have been inactive for a substantial period of time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

## 26. Contact

Contact us at: [contact@swapitfast.com](mailto:contact@swapitfast.com)