

SWIFTRADE LLC

TERMS AND CONDITIONS OF USE

Last Updated: April 13, 2026

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SWIFTRADE PLATFORM.

SwiftTrade LLC, a Texas limited liability company (“SwiftTrade,” “we,” “us,” or “our”), with its principal place of business at 940 N Belt Line Rd, Suite 135, Irving, Texas 75061, provides access to and use of our websites, mobile applications, online B2B portal, and related services (collectively, the “Services” or the “Platform”), subject to your compliance with these Terms and Conditions of Use (the “Terms”).

By accessing, browsing, registering for, or using the Platform, you agree to be bound by these Terms and all applicable laws. If you do not agree to these Terms, or if you do not have authority to accept these Terms on behalf of yourself or the entity you represent, you may not use the Platform.

A. About SwiftTrade and Our Business Model

SwiftTrade is an independent business-to-business (“B2B”) e-commerce wholesale company. We acquire, hold title to, warehouse, and resell merchandise to business customers through our online Platform. Our business model combines elements of e-commerce fulfillment, bulk wholesale procurement, and online wholesale distribution, but is distinct from any third-party marketplace, third-party fulfillment service, or membership-based wholesale club. Specifically:

- SwiftTrade is the seller of record for all merchandise sold through the Platform. We are not a marketplace facilitator and do not enable third-party sellers to transact through the Platform.
- SwiftTrade procures inventory directly from authorized suppliers, manufacturers, distributors, and wholesale sources. All such inventory is purchased by SwiftTrade in arm’s-length transactions and is owned by SwiftTrade prior to resale. SwiftTrade does not sell merchandise on behalf of, or as an agent of, any supplier or source.
- SwiftTrade fulfills orders directly to business customers using its own staff, warehouse facilities, and contracted carriers. We are not acting as a personal shopper, courier, or delivery agent for any third party.
- SwiftTrade does not require a paid membership to access the Platform or place orders. Account registration may be required, but no membership fee is charged as a condition of purchase.
- References on the Platform to brand names, manufacturers, or product origins are descriptive only and do not imply any partnership, sponsorship, endorsement, or agency relationship between SwiftTrade and any such third party.

B. Eligibility and Business Use Only

The Platform is intended exclusively for use by businesses, sole proprietors, and other commercial entities purchasing goods for resale, business consumption, or other lawful commercial purposes. By registering or placing an order, you represent and warrant that:

- You are at least eighteen (18) years of age and have full legal capacity to enter into binding contracts;
- You are acting on behalf of a legally formed business entity, sole proprietorship, or other commercial enterprise;
- You have full authority to bind such entity to these Terms;
- You are not a consumer purchasing for personal, family, or household use, and you acknowledge that consumer protection laws applicable to retail transactions may not apply to your purchases through the Platform; and
- You are not the subject of U.S. sanctions or sanctions of any other applicable jurisdiction, and you will comply with all applicable export, re-export, and trade-control laws.

SwifTrade reserves the right to verify your business status, request a resale certificate or tax identification number, and refuse service to any party in our sole discretion.

C. Modification of Terms

SwifTrade reserves the right, in our sole discretion, to modify, amend, or update these Terms at any time. We will post the revised Terms on the Platform and update the “Last Updated” date above. Any changes will be effective upon posting. Your continued access to or use of the Platform after such posting constitutes your acceptance of the revised Terms. Material changes will not apply retroactively.

D. Account Registration and Security

To place orders or access certain features of the Platform, you must create an account and provide accurate, current, and complete information, including a valid business name, business address, business email, contact name, and tax or business identification information as requested. You agree to keep your account information current.

You are responsible for safeguarding your account credentials and for all activities that occur under your account, whether or not authorized by you. You agree to notify SwifTrade immediately of any unauthorized access to or use of your account. SwifTrade is not liable for any loss or damage arising from your failure to maintain the confidentiality of your account credentials.

SwifTrade reserves the right to refuse service, terminate accounts, terminate your rights to use the Services, remove or edit content, cancel orders, or impose purchase limits in our sole discretion, with or without notice.

E. Orders, Pricing, and Payment

1. Order Acceptance

Your submission of an order through the Platform constitutes an offer to purchase merchandise. All orders are subject to acceptance by SwifTrade. SwifTrade may, in its sole discretion and without liability, accept, decline, limit, or cancel any order, including after an order confirmation has been issued or after your payment method has been authorized. Reasons for cancellation may include, without limitation: pricing errors; product description errors; inventory unavailability; suspected fraud; violation of these Terms; failure to verify business status; quantity restrictions; or shipping address restrictions.

2. Pricing and Currency

All prices are stated in U.S. dollars unless otherwise indicated and are exclusive of applicable taxes, shipping charges, handling fees, and surcharges, which will be added to your order at checkout. Prices are subject to change without notice. SwifTrade does not guarantee price-matching with any third party, including the source or manufacturer of any product.

If a product is mispriced on the Platform, SwifTrade reserves the right to cancel the affected order or contact you for instructions before shipping, regardless of whether the order has been confirmed or charged.

3. Payment

You authorize SwifTrade and its third-party payment processors to charge your designated payment method for the total amount of your order, including merchandise, taxes, shipping, handling, surcharges, and any applicable fees. You represent and warrant that you are authorized to use the payment method submitted and that the information you provide is true, accurate, current, and complete.

SwifTrade accepts the payment methods made available through its payment processors at checkout. As of the date of these Terms, accepted payment forms may include, without limitation:

- Major credit and debit cards, including Visa, Mastercard, American Express, Discover, Diners Club, JCB, and UnionPay;
- Digital wallets, including Apple Pay, Google Pay, Amazon Pay, Link, Microsoft Pay, and other supported wallets;
- Bank-based payment methods, including ACH direct debit, U.S. bank account transfers, and wire transfer (where pre-approved by SwifTrade);
- Buy-now-pay-later providers offered through our payment processors, including Affirm, Afterpay/Clearpay, Klarna, and Zip, where eligible and made available at checkout;
- PayPal, where supported; and
- Such other payment methods as SwifTrade or its payment processors may add, modify, or remove from time to time without notice.

Availability of any specific payment method is subject to processor eligibility, your billing address, your business type, the order amount, and applicable risk-management rules. SwifTrade does not guarantee the availability of any particular payment method and may decline, restrict, or require a different payment method for any order in its sole discretion. Use of third-party

payment methods is also subject to the terms and privacy policies of the applicable payment processor or provider. SwifTrade is not responsible for any fees, currency-conversion charges, or other amounts imposed by your card issuer, bank, wallet provider, or financial institution.

If your selected payment method is declined, reversed, charged back, or otherwise fails for any reason, SwifTrade reserves the right to: (a) suspend or terminate your account; (b) cancel pending orders and refuse future orders; (c) recall, hold, or refuse delivery of merchandise already in transit; (d) charge any other valid payment method on file; (e) report the incident to fraud-prevention databases and credit bureaus; and (f) pursue collection of all amounts owed, including reasonable attorneys' fees, court costs, collection-agency fees, and interest at the highest rate permitted by Texas law.

4. Sales Tax and Resale Certificates

SwifTrade will collect and remit sales tax as required by applicable law. Customers claiming a tax-exempt purchase (including for resale) must submit a valid, properly completed resale or exemption certificate prior to or at the time of order, in a form acceptable to SwifTrade. You agree to indemnify SwifTrade against any tax, penalty, interest, or other liability arising from any incorrect, invalid, or fraudulent exemption claim.

F. Shipping, Title, and Risk of Loss

All purchases through the Platform are made pursuant to a shipment contract. Title to merchandise and the risk of loss pass to you upon SwifTrade's tender of the merchandise to the carrier. Estimated shipping and delivery dates are estimates only and are not guaranteed. SwifTrade is not liable for delays caused by carriers, weather, force majeure events, or other circumstances beyond our reasonable control. Shipping is available only to addresses within jurisdictions served by SwifTrade and may be subject to additional restrictions for certain products, weights, or destinations.

1. Partial Shipments, Split Shipments, and Backorders

You acknowledge and agree that orders placed through the Platform may be fulfilled in one or more shipments from one or more SwifTrade or supplier locations, at SwifTrade's sole discretion. Specifically:

- Orders may ship in multiple parts, on different dates, from different origins, and via different carriers, without prior notice to you;
- Items shown as in stock at the time of order may become unavailable, oversold, mispicked, damaged in handling, or otherwise unfulfillable, in which case those items may be placed on backorder, substituted (only with your express consent), or cancelled with a refund or credit issued for the unfulfilled portion;
- Backordered items may be shipped when inventory becomes available or, at SwifTrade's discretion, cancelled and refunded if the backorder cannot reasonably be filled;
- Shipping charges quoted at checkout may apply to the order as a whole and will not be increased solely because the order ships in multiple parts; however, SwifTrade reserves the right to adjust shipping charges where partial shipment is requested by you or required by carrier or hazardous-materials regulations;

- Each partial shipment constitutes a separate and complete delivery for purposes of risk of loss, claims, returns, and payment;
- SwifTrade shall not be liable for any direct, indirect, incidental, consequential, or other damages arising out of partial shipments, split shipments, backorders, delays in shipment of any portion of an order, or cancellation of any backordered or unfulfillable item, including without limitation lost profits, lost sales, lost customer goodwill, or downstream contract damages; and
- Acceptance of any partial shipment shall not be deemed a waiver of any right or remedy with respect to the remainder of the order, but neither shall the unavailability of any portion of an order entitle you to reject or return any portion that has been delivered conforming to the order.

2. Inspection and Acceptance

You are responsible for inspecting all shipments promptly upon receipt. Any claim for visible damage, shortage, or non-conformity must be noted on the carrier's delivery receipt at the time of delivery and submitted to SwifTrade in writing within the time period stated in our Returns Policy. Any claim for concealed damage or non-conformity must be submitted to SwifTrade in writing within the time period stated in our Returns Policy. Failure to timely submit such claims constitutes acceptance of the shipment as delivered.

G. Returns, Refunds, and Claims

Returns and refunds are governed by SwifTrade's separate Returns Policy posted on the Platform, which is incorporated herein by reference. As a B2B seller, SwifTrade may apply restocking fees, restrict returns of certain product categories (including but not limited to consumables, perishables, hazardous materials, opened software, custom or special-order goods, and clearance or liquidation merchandise), and require return authorization prior to acceptance of any return. Claims for shortages, damage, or non-conforming merchandise must be submitted in writing within the time periods specified in the Returns Policy; failure to do so constitutes acceptance of the shipment as delivered.

H. Product Descriptions and Availability

SwifTrade strives to describe merchandise accurately, but does not warrant that product descriptions, images, weights, dimensions, packaging, ingredients, country of origin, or other content on the Platform are accurate, complete, current, reliable, or error-free. Product packaging, labeling, formulations, and specifications may vary from the images and descriptions shown. If a product offered by SwifTrade is not as described, your sole remedy is to return it unused in accordance with the Returns Policy.

SwifTrade does not guarantee the continuous availability of any product. Inventory levels may change without notice. SwifTrade reserves the right to limit the quantity of any product sold to any customer.

I. License and Acceptable Use

Subject to your compliance with these Terms, SwifTrade grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform solely for

the purpose of evaluating and purchasing merchandise for your business. This license does not include, and you may not, without SwifTrade's prior written consent:

- Resell, sublicense, frame, mirror, or commercially exploit the Platform itself or any portion thereof;
- Collect, scrape, harvest, mine, or extract any product listings, descriptions, prices, images, or other data, whether by manual or automated means;
- Use any robot, spider, crawler, scraper, or other automated means to access the Platform, except as permitted under a written agreement with SwifTrade;
- Use any data, content, or output from the Platform to train, develop, or improve any large language model, machine-learning model, generative AI system, or related technology;
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of any software underlying the Platform;
- Bypass, disable, or interfere with any security or access-control feature of the Platform;
- Use the Platform in any manner that infringes, misappropriates, or violates any intellectual property, privacy, publicity, or other right of SwifTrade or any third party;
- Use the Platform to transmit any virus, malware, or harmful code; or
- Use the Platform in violation of any applicable law, regulation, or third-party agreement.

All rights not expressly granted are reserved by SwifTrade. Any unauthorized use terminates the license granted by SwifTrade.

J. Intellectual Property

All content on the Platform, including text, graphics, logos, button icons, images, audio and video clips, data compilations, software, page layouts, design forms, and the selection and arrangement thereof (collectively, "Site Materials"), is owned by SwifTrade or its licensors and is protected by United States and international copyright, trademark, trade dress, and other intellectual property laws.

"SWIFTRADE," the SwifTrade logo, and all related marks, names, and slogans are trademarks or service marks of SwifTrade LLC. All other trademarks, registered trademarks, product names, brand names, and company names or logos appearing on the Platform are the property of their respective owners. Reference to any third-party trademark or brand on the Platform is for descriptive purposes only and does not imply affiliation with, endorsement by, or sponsorship of SwifTrade by such third party.

K. User Submissions

If you post reviews, comments, photos, suggestions, ideas, questions, or other content to the Platform ("Submissions"), you represent and warrant that the content is accurate, that you own or control all rights to the content, and that the content does not violate these Terms or any third-party right. You grant SwifTrade a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Submissions in any medium,

in connection with operating, promoting, and improving the Services. You waive any moral rights in the Submissions to the extent permitted by law.

SwiftTrade has the right (but not the obligation) to monitor, edit, or remove any Submission and is not responsible for any Submission posted by you or any third party.

L. Brand Protection, Resale Restrictions, and No Diversion

To protect SwiftTrade's sourcing relationships, brand integrity, supplier relationships, and the integrity of authorized distribution channels, you agree to the following restrictions on your purchase, resale, and distribution of merchandise obtained from SwiftTrade. These restrictions are material terms of these Terms; violation may result in immediate suspension or termination of your account, cancellation of pending orders, refusal of future orders, forfeiture of refunds or credits, and pursuit of all available legal and equitable remedies.

1. Authorized Resale Only

You may purchase merchandise from SwiftTrade only for lawful business purposes, including resale to end consumers or end-user businesses, internal business use, or business consumption. You may not purchase merchandise from SwiftTrade for any of the following purposes:

- Personal, family, or household consumption;
- Resale, transfer, or distribution to any party for the purpose of grey-market diversion, parallel importation, transshipment, or unauthorized export;
- Resale into any geographic territory, distribution channel, customer class, or sales channel that the manufacturer or brand owner of such merchandise has restricted, prohibited, or designated as off-limits;
- Resale or distribution that would infringe, dilute, tarnish, or otherwise harm any trademark, trade dress, copyright, patent, or other intellectual property right of any manufacturer, brand owner, or other third party;
- Resale through any channel that SwiftTrade's suppliers or brand owners have notified SwiftTrade is prohibited or restricted; or
- Any purpose that violates applicable law, regulation, or third-party agreement.

2. No Diversion

You expressly agree that you will not engage in, facilitate, or assist any of the following activities (collectively, "Diversion") with respect to merchandise purchased from SwiftTrade:

- Cross-border shipment or export of merchandise outside the United States, except where such export is expressly authorized in writing by SwiftTrade and complies with all applicable export-control, sanctions, and trade laws;
- Removal, alteration, defacement, obscuring, or tampering with any product label, lot code, batch code, serial number, expiration date, country-of-origin marking, manufacturer marking, anti-counterfeiting feature, or other identifying information affixed to or included with the merchandise or its packaging;
- Repackaging, relabeling, or rebranding of merchandise in any manner that misrepresents the source, condition, age, or authenticity of the merchandise;

- Sale or distribution of merchandise that has expired, been recalled, been deemed unsafe, or otherwise become unsuitable for sale;
- Sale or distribution of merchandise to any person or entity known or reasonably suspected to be engaged in counterfeit, grey-market, or unauthorized-distribution activities; or
- Holding out, advertising, or representing yourself or your business as an authorized dealer, distributor, agent, or representative of SwifTrade or of any manufacturer or brand owner of the merchandise, unless such authorization has been granted in writing.

3. Indemnification for Diversion

In addition to the general indemnification obligations set forth elsewhere in these Terms, you agree to defend, indemnify, and hold harmless SwifTrade and the Indemnified Parties from and against any and all claims, demands, actions, losses, liabilities, damages, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees, investigation costs, and recall or remediation costs) arising out of or related to your violation of this Section L, including without limitation any claim brought by a manufacturer, brand owner, marketplace, regulator, or downstream customer.

4. Remedies

You acknowledge that any violation of this Section L may cause SwifTrade and its suppliers irreparable harm for which monetary damages would be inadequate. Accordingly, in addition to all other remedies available at law or in equity, SwifTrade shall be entitled to seek injunctive and other equitable relief in any court of competent jurisdiction (notwithstanding any other dispute-resolution provision of these Terms) to prevent or restrain any actual or threatened violation of this Section L, without the requirement of posting a bond or proving actual damages.

M. Third-Party Products, Brands, and Sources

Merchandise sold through the Platform may bear the trademarks, brand names, or packaging of third-party manufacturers or suppliers. SwifTrade is an independent reseller of such merchandise and is not affiliated with, sponsored by, or endorsed by any such third party unless expressly stated. Manufacturer warranties, where offered, are between you and the manufacturer; SwifTrade makes no separate warranty as to such merchandise except as expressly provided in these Terms or applicable law.

The Platform may contain links to third-party websites or services. SwifTrade does not control and is not responsible for the content, accuracy, or practices of any third-party site, and the inclusion of any link does not imply endorsement.

N. Communications and Electronic Notices

By creating an account, placing an order, or providing your contact information to SwifTrade, you consent to receive communications from us electronically, including by email, text message, mobile push notification, telephone, or notices posted on the Platform. You agree that all agreements, notices, disclosures, invoices, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

Message and data rates may apply to text messages. You may opt out of marketing communications at any time by following the unsubscribe instructions or by contacting SwifTrade; transactional communications relating to your account or orders may continue.

O. Privacy

Your use of the Platform is also governed by our Privacy Policy, which is incorporated herein by reference. Please review the Privacy Policy to understand how we collect, use, share, and protect information.

P. Sanctions, Export Controls, and Resale Restrictions

You may not access or use the Platform if you are the subject of U.S. sanctions or sanctions imposed by the government of the country from which you access the Platform. You agree to comply with all applicable U.S. and foreign export, re-export, sanctions, and trade-control laws applicable to merchandise, software, technology, and services obtained through the Platform. You may not resell, ship, transfer, or otherwise make available any merchandise purchased from SwifTrade to any person or entity in violation of such laws or in violation of any applicable manufacturer restriction.

Q. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless SwifTrade and its members, managers, officers, employees, agents, affiliates, suppliers, and licensors (the “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (i) your access to or use of the Platform; (ii) your breach or alleged breach of these Terms; (iii) your violation of any applicable law or any third-party right (including any intellectual property, privacy, publicity, or contractual right); (iv) your Submissions; (v) your resale, distribution, use, or handling of any merchandise purchased from SwifTrade; or (vi) any dispute between you and a third party (including any customer to whom you resell merchandise).

R. Disclaimer of Warranties

THE PLATFORM AND ALL MERCHANDISE, CONTENT, INFORMATION, MATERIALS, PRODUCTS, AND SERVICES MADE AVAILABLE THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SWIFTRADE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

SWIFTRADE DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT PRODUCT DESCRIPTIONS, IMAGES, PRICING, OR OTHER CONTENT IS ACCURATE, COMPLETE, RELIABLE, OR CURRENT. YOU

EXPRESSLY AGREE THAT YOUR ACCESS TO AND USE OF THE PLATFORM IS AT YOUR SOLE RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THAT EXTENT.

S. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SWIFTRADE OR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THE PLATFORM, ANY MERCHANDISE, OR THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SWIFTRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF SWIFTRADE AND THE INDEMNIFIED PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PLATFORM, ANY MERCHANDISE, OR THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO SWIFTRADE FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD.

T. Governing Law, Venue, and Jurisdiction

These Terms, and any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, or any merchandise purchased through the Platform (whether sounding in contract, tort, statute, or otherwise), shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

You and SwifTrade irrevocably agree that any action, suit, or proceeding arising out of or relating to these Terms, the Platform, or any merchandise purchased through the Platform shall be brought exclusively in the state district courts of Dallas County, Texas, or, where federal subject-matter jurisdiction exists, in the United States District Court for the Northern District of Texas, Dallas Division. You and SwifTrade irrevocably consent and submit to the personal jurisdiction of, and venue in, such courts and waive any objection based on inconvenient forum or improper venue.

U. Waiver of Jury Trial and Class Action

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND SWIFTRADE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR ANY MERCHANDISE PURCHASED THROUGH THE PLATFORM.

YOU AND SWIFTRADE FURTHER AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

V. Limitation of Actions

Any cause of action arising out of or relating to the Platform, any merchandise purchased through the Platform, or these Terms must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action is permanently barred.

W. Termination

SwifTrade reserves the right, in our sole discretion and without notice or liability, to suspend or terminate your access to the Platform, suspend or close your account, refuse or cancel any pending or future orders, and take any other action we deem appropriate, for any reason, including without limitation if we believe you have violated these Terms or any applicable law. The provisions of these Terms that by their nature should survive termination shall survive, including without limitation Sections E (Payment), G (Returns), I (License), J (Intellectual Property), K (Submissions), L (Brand Protection / No Diversion), Q (Indemnification), R (Disclaimer), S (Limitation of Liability), T (Governing Law), U (Jury Waiver), V (Limitation of Actions), and X through AA.

X. Force Majeure

SwifTrade shall not be liable for any failure or delay in performance under these Terms due to causes beyond our reasonable control, including without limitation acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental action, pandemic, epidemic, public-health emergency, supplier failure, carrier failure, utility failure, internet or telecommunications outage, cyberattack, or supply-chain disruption.

Y. Assignment

You may not assign, transfer, or delegate these Terms or any of your rights or obligations hereunder without SwifTrade's prior written consent, and any attempted assignment in violation of the foregoing shall be void. SwifTrade may freely assign, transfer, or delegate these Terms or any of our rights or obligations hereunder, in whole or in part, without notice or your consent.

Z. Severability, Waiver, and Entire Agreement

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect. The failure of SwifTrade to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms, together with

the Privacy Policy, Returns Policy, and any other policies posted on the Platform or referenced herein, constitute the entire agreement between you and SwifTrade with respect to the Platform and supersede all prior or contemporaneous understandings, communications, proposals, and agreements, whether oral or written.

AA. Contact Us

If you have questions about these Terms, please contact us at:

SwifTrade LLC

940 N Belt Line Rd, Suite 135

Irving, Texas 75061

Email: admin@swiftradellc.com

— END OF TERMS AND CONDITIONS —