

TERMS OF SERVICE

Last Updated September 20, 2022

These terms and conditions of use, together with any documents and additional terms they expressly incorporate by reference (collectively, these “Terms”), are entered into between Ecovery Life Foundation, Inc. and its Affiliates (collectively, “Ecovery”, “Woodland”, “we”, “us” and “our”) and you or the company or other legal entity you represent (“you” or “your”), and constitute a binding legal agreement.

Please read these Terms carefully, as these Terms govern your use of our Site and our Services, and expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to such use. By your use of the Site and Services, you accept and agree to be bound by and to comply with these Terms. If you do not agree to these Terms, you must not access or use this Site or the Services.

You must be able to form a legally binding contract online either on behalf of a company or as an individual. Accordingly, you represent that: (a) if you are agreeing to these Terms on behalf of a company or other legal entity, you have the legal authority to bind the company or other legal entity to these Terms; and (b) you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

1. KEY DEFINITIONS. For the purpose of these Terms, the following capitalized terms shall have the following meanings:

1.1 “Affiliate” means, with respect to a party to these Terms, any legal entity that, directly or indirectly controls, is controlled by, or is under common control with such party.

1.2 “Applicable Law” means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority having jurisdiction over Woodland, you, the Site or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity.

1.3 “Digital Asset” means digital assets that may be purchased, sold or traded via the Services.

1.4 "Digital Asset Account" means any Digital Asset address or account owned or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by Woodland.

1.5 "Wallet Address" means the unique public key cryptocurrency identifier that points to an wallet to which a Digital Asset may be sent or stored.

1.7 "Funds" means Digital Asset and/or Legal Tender.

1.8 "Governmental Authority" includes any domestic or foreign federal, state or provincial, municipal, local or other governmental, regulatory, judicial or administrative authority.

1.9 "Legal Tender" means any national currency, such as U.S. dollars, that may be used in connection with a purchase or sale of Digital Assets via the Services, and does not include any Digital Asset.

1.10 "Membership Agreement" means the Woodland Membership Agreement, available at the Site, as amended from time to time and incorporated herein by reference.

1.11 "Service Provider" means a third-party service provider that may provide transaction-related services, including, but not limited to, advisory services, verification screening, and legal compliance services.

1.12 "Services" has the meaning set out in Section 3.1.

1.13 "Site" means the Woodland Affiliate site located at <https://Woodlandeco.com>, and all associated sites linked thereto by Woodland and its Affiliates.

2. MODIFICATIONS TO THESE TERMS. We reserve the right, in our sole discretion, to modify these Terms from time to time. Any and all such modifications are effective immediately upon posting. By continuing to access or use the Site or the Services after our publication of modified Terms, you accept and agree to be bound to the modified Terms. You agree to frequently review the Terms to ensure that you are aware of any such modified Terms and that you understand the terms and conditions that apply to your access to and use of the Site and the Services, and any of their contents, functionality and services.

3. SERVICES.

3.1 Services. The primary purpose of the Site is to allow Users to participate in the Woodland project. To accomplish this, Woodland makes certain services available on the Site (collectively, the "Services").

3.2 Service Fees.

3.2.1 We may charge fees to you (the "Service Fees") in consideration of your use of certain Services (each, a "Paid Service"). The details of the Service Fees, including the cost of each Paid Service, when Service Fees apply and how they are calculated can be found on the Site. We reserve the right to change the Service Fees at any time, and will provide you with adequate notice of any such fee changes before they become effective.

3.2.2 In addition, for your convenience, Service Providers may provide services to you in connection with your use of the Site. We accept no responsibility for any services procured by a Service Provider from the Site. Any relationship between you and a Service Provider arising from your use of the Site shall be exclusively by and between you and such Service Provider and any Service Provider providing services to you will not be deemed an agent or broker to, or employee, representative, independent contractor or subcontractor of, Woodland or any of its Affiliates.

3.3 Payment and Authorization. You are responsible for paying any Service Fees that you owe to Woodland. You further acknowledge and agree that you are fully responsible for all acts or omissions relating to any access to your Digital Asset Accounts through the Site.

3.4 Gas Charges. Some Services may involve the use of Blockchain that may require that you to pay a fee, commonly known as “Gas Charges”, for the computational resources required to perform a transaction on that Blockchain. You acknowledge and agree that Woodland has no control over: (a) any Blockchain transactions; (b) the method of payment of any Gas Charges; or (c) any actual payments of Gas Charges. Accordingly, you must ensure that you have a sufficient balance stored at your Wallet Address to complete any transaction on the Blockchain before initiating such Blockchain transaction. We will make reasonable efforts to notify you of any Gas Charges before initiating any Services that require the use of the Blockchain.

3.5 Taxes. The Service Fees, and any other charges hereunder, are exclusive of any applicable sale, value-added, excise, withholding and other taxes. Between you and Woodland, you will be solely responsible for paying any such taxes applicable to the consideration payable under these Terms, as may be required under Applicable Law.

3.6 Conditions and Restrictions. We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of, the Services or the Site without prior notice. For example, we may restrict access or certain transaction requests from certain locations if we have a reasonable suspicion of fraud, diminished capacity, inappropriate activity or a dispute in connection with your Woodland Account, or any jurisdiction where we are expressly not conducting any activities.

3.7 No Broker, Legal or Fiduciary Relationship. Woodland is not your broker, lawyer, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you regarding any decisions or activities that you effect when using the Services. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as, advice, provided, however, that our affiliates may offer qualified custodian services.

4. USER ACCOUNT.

4.1 User Account. You must have an account with us on the Site (an “Woodland Account”) in order to use the Services. During registration, in order to create an Woodland Account, we will

ask you to provide certain information, including, but not limited to: your name and your email address.

4.2 Your Responsibilities. As a condition to accessing or using the Services or the Site, you shall:

4.2.1 only use the Services and the Site for lawful purposes and in accordance with these Terms;

4.2.2 ensure that, at all times, all information that you provide on the Site, including the information in your Woodland Account, is current, complete and accurate; and

4.2.3 maintain the security and confidentiality of your Woodland Account and Digital Asset Accounts; and

4.2.4 grant access to Woodland to complete any required anti-money laundering and know your client reviews as required by Applicable Law.

4.3 Unacceptable Use or Conduct. As a condition to accessing or using the Site or the Services, you will not:

4.3.1 violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing regimes, as any such regime may be amended or enhanced from time to time;

4.3.2 infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site or the Services;

4.3.3 use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;

4.3.4 attempt to circumvent any content filtering techniques or security measures that Woodland employs on the Site, or attempt to access any service or area of the Site or the Services that you are not authorized to access;

4.3.5 use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;

4.3.6 use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Services or to extract data;

4.3.7 use or attempt to use another user's Woodland Account without authorization;

4.3.8 introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services;

4.3.9 provide false, inaccurate, or misleading information;

4.3.10 post content or communications on the Site that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

4.3.11 post content on the Site containing unsolicited promotions, political campaigning or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service;

4.3.12 use the Site or the Services from a jurisdiction that we have, in our sole discretion, or a relevant Governmental Authority has determined is a jurisdiction where the use of the Site or the Services is prohibited; or

4.3.13 encourage or induce any third party to engage in any of the activities prohibited under this Section 4.3.

4.4 Your Assumption of Risks. You represent and warrant that you:

4.4.1 shall access and use the Services at your own risk;

4.4.2 understand that the Digital Asset integral to the Woodland project may never be tradeable or valuable;

4.4.3 have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of any Digital Assets;

4.4.4 have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Digital Assets that you decide to acquire;

4.4.5 know, understand and accept the risks associated with Digital Assets and Digital Asset Accounts;

4.5 Your Woodland Account Activities. You acknowledge and agree that you will be bound by, and hereby authorize Woodland to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your Woodland Account, regardless of whether such access is authorized or unauthorized. You further acknowledge and agree that Woodland will not be liable for any of its actions that you have authorized it to take.

4.6 Your Content. You hereby grant to us a royalty-free, fully paid-up, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, your name and trade dress (collectively, "Your Content") through your use of the Services or the Site, including, without limitation, for promoting Woodland and its Affiliates, the Services or the Site, consistent with the terms of our privacy policy (described below). You represent and warrant that: (a) you own Your Content or have the right to grant the rights and licenses in these Terms; and (b) Your Content and our use of Your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party's rights.

5. PRIVACY POLICY . Please refer to our privacy policy available at <https://woodlandeco.com/info/privacy-policy> for information about how we collect, use, and share your information, which is incorporated into these Terms by reference.

6. PROPRIETARY RIGHTS.

6.1 Ownership of Services. Excluding any open source software (as further described in Section 6.2) or third-party software that the Site or the Services incorporates, as between you and Woodland, Woodland owns the Site and the Services, including all technology, content and other materials used, displayed or provided on the Site or in connection with the Services (including all intellectual property rights subsisting therein)

6.2 Woodland License; Open Source Software License; Limitations. The Site and the Services are governed by the most recent version of the open source license commonly known as the “MIT License” and any other applicable licensing terms for the Site and the Services in these Terms (collectively, the “Woodland License”). You acknowledge that the Site or the Services may use, incorporate or link to certain open-source components and that you will comply with any applicable open-source licenses that govern any such open-source components (collectively, “Open-Source Licenses”). Without limiting the generality of the foregoing, you may not: (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site or the Services; (b) use the Site or the Services for time-sharing or service bureau purposes; or (c) otherwise use the Site or the Services in a manner that violates the Woodland License or any other Open-Source Licenses.

6.3 Trademarks. Any of Woodland’s product or service names, logos, and other marks used in the Site or as a part of the Services, including Woodland’s name and logo are trademarks owned by Woodland, its Affiliates or its applicable licensors. You may not copy, imitate or use them without Woodland’s (or the applicable licensor’s) prior written consent.

7. CHANGES; SUSPENSION; TERMINATION.

7.1 Changes to Services. We may, at our sole discretion, from time to time and without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

7.2 No Liability. We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Site or the Services.

7.3 Effect of Termination. In the event we terminate your Woodland Account or your complete access to the Site or the Services, we may delete or suspend your Woodland Account and all related information and files in such account.

7.4 Survival. The following sections will survive any termination of your Woodland Account or your access to the Site or the Services, regardless of the reasons for its expiration or termination,

in addition to any other provision which by law or by its nature should survive: Sections 2, 3.3, 3.5, 3.6, 3.7, and Section 4 and all following Sections.

8. ELECTRONIC NOTICES AND SIGNATURES.

8.1 You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “Communications”) that we provide in connection with this Agreement, your Woodland Account or any Services. You agree that we may provide our Communications to you by posting them on the Site or by emailing them to you at the email address linked to your Woodland Account. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy.

8.2 The Federal Electronic Signatures in Global and National Commerce Act (“ESIGN”) and similar state laws, particularly the Uniform Electronic Transactions Act (“UETA”), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. ESIGN and UETA require businesses that want to use electronic records or signatures in consumer transactions to obtain the consumer’s consent to receive information electronically. When an issuer or potential Investor registers on the platform, we obtain his or her consent to transact business electronically and maintain electronic records in compliance with ESIGN and UETA requirements. Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the Site periodically for changes and modifications and agree not to contest the admissibility or enforceability of the Site’s electronically stored copy of this Agreement in any proceeding arising out of this Agreement. Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic delivery of communications and receive a paper version at your election. Woodland shall have a reasonable period to effect such a change and Woodland may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

9. INDEMNIFICATION. You will defend, indemnify, and hold harmless us, our Affiliates, and our and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “Indemnified Parties”) from any claim, demand,

lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of, or conduct in connection with, the Services; (b) your purchase of any Digital Assets; (c) any Digital Assets associated with your Digital Asset Accounts; (d) any feedback or user content you provide to the Site, if any; (e) your violation of these Terms; or (f) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Woodland (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Woodland wishes to settle, and if so, on what terms.

10. DISCLAIMER OF WARRANTIES.

10.1 To the maximum extent permitted under Applicable Law, the Site and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an "AS IS" and "AS AVAILABLE" basis, and we expressly disclaim, and you waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not make any representation or warranty (A) WITH RESPECT TO THE MERITS AND RISKS OF ANY TRANSACTIONS MADE BY OR THROUGH THE SITE OR THE SERVICES or (b) that the Site or the Services (including any data relating thereto) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Site or the Service are correctable or will be correctable. Without limiting the generality of the foregoing, Woodland makes no warranty or representation as to the completeness or accuracy of the information provided on the Site, nor as to any Issuer's compliance with the Investment Company Act, the Investment Advisers Act or the Securities Act. To the maximum extent permissible under law, Woodland assumes no liability or responsibility for any errors or omissions in the content of the Site. Woodland does not endorse or represent the reliability or accuracy of any content or information distributed through or accessed from the Site, and has not performed any investigation into such information. Woodland shall not be liable for any investment decisions made based upon such information. You agree that any reliance upon any content or information distributed through or accessed from the Site is at your sole risk. Woodland is entitled to rely upon the information provided by its Users. You acknowledge and agree that Woodland does not provide any representation, warranty or assurance that the offering on the Site are made in accordance with state and/or Federal securities law, including the exemption to the sale of unregistered securities and the prohibition against the general solicitation of unregistered securities. Each issuer, and not the Site, is responsible for ensuring

that any securities offering is done in accordance with state, federal law and regulation promulgated by the SEC and Financial Industry Regulatory Authority. We make no representation or warranties regarding the legality or compliance of any offering. Woodland has not reviewed all of the links provided on the Site and is not responsible for the content of any off-Site pages. Clicking on hyperlinks and visiting any off-Site pages is solely done at your own risk.

10.2 You acknowledge that your data on the Site may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third party providers, Internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

10.3 The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

11. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Site and the Services (and any of their content and functionality), any performance or non-performance of the Services, your Digital Assets, or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder.

12. LIMITATION OF LIABILITY. In no event shall our aggregate liability (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) arising out of or in connection with the Site and the Services (and any of their content and functionality), any performance or non-performance of the Services, your Digital Assets, or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability or other theory of liability exceed the amount of Service Fees paid by you to us under these Terms in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

13. DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE.

13.1 If you are a copyright owner or an agent thereof, and you believe that any content hosted on the Services infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Woodland’s Designated Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

13.1.1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

13.1.2 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works;

13.1.3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit Woodland to locate the material;

13.1.4 Information reasonably sufficient to permit Woodland to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

13.1.5 A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

13.1.6 A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13.2 Pursuant to Section 512(c)(2) of the Copyright Act, Woodland designates the following agent to receive notifications of claimed infringement: Ecovery Life Foundation, Inc., 7302 Yellowstone Road, Cheyenne, WY 82009. For the avoidance of doubt, only DMCA notices should go to Woodland’s Designated Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

14. GOVERNING LAW AND JURISDICTION.

14.1 The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site or the Services, will be governed by and construed in accordance with the domestic Laws of the State of Wyoming without giving effect to any choice or conflict of laws provision or rule (whether of the State of Wyoming or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Wyoming. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court of competent jurisdiction. With respect to any proceeding hereunder, YOU IRREVOCABLY AND UNCONDITIONALLY CONSENT TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY COURTS LOCATED WITHIN THE TERRITORY OF THE STATE OF WYOMING FOR ANY ACTION, PROCEEDING OR INVESTIGATION (“LITIGATION”) ARISING

OUT OF OR RELATING TO THESE TERMS, THE SITE, AND THE SERVICES (AND AGREE NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH VENUES).

14.2 If you are located outside of the United States, you use or access the Site solely at your own risk and initiative. The Service is controlled and operated from facilities within the United States. Woodland makes no representations that the Service is appropriate or available for use in any other jurisdictions. Accessing the Service is prohibited from territories where the Services are prohibited. Securities offerings are only directed at, or intended for purchase or investment by investors in jurisdictions that permit general solicitation of unregistered securities. You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. Subscriptions to invest in any offering referred to on the Site must only be made on the basis of the offering document relating to the specific investment and through a registered entity. The content, material and information contained on the Site does not constitute an offer or solicitation and may not be treated as an offer or solicitation (i) in any jurisdiction where such an offer or solicitation is against the law; (ii) to anyone to whom it is unlawful to make such an offer or solicitation; (iii) if the person making the offer or solicitation is not qualified to do so. The securities offered on the Site can only be marketed in certain jurisdictions. You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. The content provided on the Site does not constitute an offer or solicitation to sell securities referred to on the Site, by anyone in any jurisdiction in which such offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. Applications to invest in any offering referred to on the Site must only be made on the basis of the offering document relating to the specific investment and through a registered entity. The Site is not directed at you if we are prohibited by any law of any jurisdiction from making the information on the Site available to you. You should satisfy yourself before accessing the Site that we would be allowed to advertise investment products to you under the law of the jurisdiction in which you reside. It is your responsibility to be aware of and to observe all applicable laws and regulations of any relevant jurisdiction, including the one in which you reside.

15. OTHER TERMS.

15.1 Remedies. Any right or remedy of Woodland set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law or in equity.

15.2 Affiliates & Contractors. The Site and any of the Services may be operated or provided by us, our Affiliates, or our respective subcontractors. To the extent that one of our Affiliates or subcontractors, is operating or providing any Services, the Affiliate or subcontractor's provision

of such Services will be under terms identical to these Terms, substituting the Affiliate or subcontractor's name wherever we are referenced in these Terms.

15.3 Non-Waiver. Our failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

15.4 Force Majeure. We will have no responsibility or liability for any failure or delay in performance of the Site or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, pandemic, or equipment or software malfunction.

15.5 Assignment. You may not assign or transfer any right to use your Woodland Account, the Site or the Services, or any of your rights or obligations under these Terms, without our prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

15.6 Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

15.7 Entire Agreement; Order of Precedence. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Site and the Services. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.