

LAND2SHARE
TERMS OF USE AGREEMENT

Effective Date: 05/28/2021

The Land2share.com website, associated services, content (collectively “Website”, “we”, “our”, “us”) is owned and operated by Land2Share (“Land2Share”), a Wisconsin based Limited Liability Company. Land2Share has adopted this Terms of Use Agreement (“Agreement”) to inform you of your rights and duties when using the Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must discontinue your use immediately.

THE TERMS OF USE AGREEMENT GET PRETTY WORDY, SO PLEASE USE LAND2SHARE IN A RESPECTFUL MANNER. WHEN VISITING OTHER PROPERTIES, PLEASE FOLLOW THE RULES OF THE LANDOWNER AND ANY APPLICABLE RULES, LAWS OR REGULATIONS IN THAT AREA. LAND2SHARE WAS CREATED AS A TECHNOLOGY PLATFORM TO BRIDGE THE GAP BETWEEN LANDOWNERS WITH LAND SEEKERS TO CREATE FRIENDSHIP, ENJOY NATURE AND TO EXPLORE VACANT LANDS IN RURAL COMMUNITIES. YOUR RESPECT OF NATURE, MEMBERS/USERS OF LAND2SHARE AND THIS PLATFORM ARE GRACIOUSLY REQUESTED. FAILURE TO MEET THESE EXPECTATIONS WILL RESULT IN TERMINATION OF YOUR MEMBERSHIP WITH NO PRORATION OR REFUND OF ANY MONEY/FEEES COLLECTED. IN SHORT, DON'T BE A JERK!

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING, PAYING, OR USING THE WEBSITE AND ASSOCIATED SERVICES. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

LAND2SHARE MAY, FROM TIME TO TIME, AND RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEBSITE OR THIS AGREEMENT. IN THE EVENT LAND2SHARE

MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT.

Definitions

As used in this Agreement:

- **Member(s)** means any individual that registers to utilize the Website's services.
- **Member Profile** means a Member's personal page in which they can include details about themselves and create a more personalized experience.
- **User** means both Members and Visitors.
- **Visitor(s)** means any individual that accesses the Website's free features without paying for the Website services.
- **You/Your** means any User of the Website.

About The Site

Land2Share is an online membership community in which Members and visitors can interact with one another with the purchase of an annual membership. Land2Share may also provide relevant content on the topics for a variety of outdoor activities and various social media platforms which are not part of the site but may be accessed by links provided by the site.

Warranties and Representations

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that you are a human individual that is eighteen (18) years of age or older. You warrant that you are not prohibited from assenting to this Agreement by any preexisting Agreement.

You warrant and represent that any and all information that you provide to Land2Share and the Website is accurate and valid. You agree to comply in good faith with the terms of this Agreement.

You will not use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, state, provincial, and international laws, treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and Land2Share makes no representation that its Website or services or products are appropriate, lawful, or available for use in other locations.

Ownership of Website and License

Excluding your User Generated Content, you acknowledge and agree that Land2Share is the owner of, or has rights in and to, the Website and its associated content, including but not limited to all intellectual property rights inherent therein. The Website is protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website, whether in whole or in part, without the prior written consent of Land2Share.

Land2Share hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website for its customary and intended purposes. Violation of the terms of this Agreement or use of the Website for a use outside of its customary and intended purposes, such as, but not limited to downloading (other than page caching) or modifying the Website or any portion of it will result in the termination of this license. Providing your personal user name and/or account for another user will result in immediate termination. Absent prior written permission from Land2Share, you are not permitted to reproduce, prepare derivative works, distribute copies, perform, display, or use for commercial purposes the Website

or its content. This license is revocable at any time, and any rights not expressly granted herein are reserved to Land2Share.

Intellectual Property

All trademarks (common law or registered) and copyrights (common law or registered) displayed on this Website are the property of their respective owners. Specially, all Land2Share marks are the property of Land2Share, including, but not limited to LAND2SHARE, and all Land2Share logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of Land2Share. You are prohibited from using Land2Share's trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with your goods or services without the prior written consent of Land2Share.

Member Registration; Member Profiles; Payment; Termination

To become a Member of Land2Share, you will have created an account with a personal username and password.

When creating a Member Profile, Members are agreeing to receive email notifications from Land2Share. The email notifications from Land2Share contain an unsubscribe feature that allows you to "opt out" from future notifications. **Please see the Website's Privacy Policy, which is incorporated into this Agreement by reference, regarding the collection and use of this and other information.** Member information will be used consistent with the Privacy Policy. Land2Share does not endorse you or discriminate based upon any information provided by Members or made available through Member Profiles.

Members have a duty to ensure that the information provided through their Member Profile is truthful, current, complete, and accurate. Members understand and agree that they have an ongoing duty to update and keep current the information provided through their account if and when that information changes. Members are expressly prohibited

from creating a Member Profile that is false or misleading, impersonates another person, or otherwise violates the rights of a third party. Members expressly agree that they will not use their Member Profile to interfere with or disrupt a third party's enjoyment and use of the Website or misrepresenting information to others. Land2Share reserves the right to restrict access to, monitor, suspend, disable, or delete Member Profiles at any time, in its sole discretion, and without prior warning.

Members agree to keep their Member Profile secure from unauthorized access. Members will log in using their username and password. Members should not reveal their passwords to others. Members agree that they alone are responsible for their Member Profile and all associated interactions. Members accept full responsibility for any and all use of their Member Profile, whether authorized or unauthorized. In the case of unauthorized access to a Member's Member Profile, they agree to contact Land2Share immediately. Members agree to hold harmless and indemnify Land2Share for any damages that arise out of or in relationship to the use of their Member Profile.

Payment for membership are processed through a third-party payment processor, **Stripe and/or Paypal and/or Membermouse**. Land2Share reserves the right to charge a service fee, at varying amounts, at any time. Members agree that they are solely responsible for paying all applicable taxes, duties, levies, or charges imposed by any governmental entity anywhere in the world in connection with their use of the Website and/or monetary contributions through the Website to that applicable governmental entity. You understand and agree that Land2Share will not be held liable for any Members' failure to complete a transaction entered into through the Website. By utilizing payment services, Members are subject to its separate Terms of Service found here: <https://stripe.com/checkout/legal> or <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full> or <https://membermouse.com/terms-and-conditions/> as the case may be.

Paid memberships are subscriptions. After a Member's initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price You agreed to when subscribing. Members agree that their account will be subject to this automatic renewal feature. If Members do not wish to have their account renew automatically, or if they want to change or terminate their subscription, they can log in and go to the Member Account page and opt out of automatic renewal. If Members opt out of automatic renewal after purchase, they may use their subscription until the end of their then-current subscription term. Subscription will not be renewed after the then-current term expires. Members won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. Paid memberships cannot be transferred to any other account. By subscribing to the Paid membership, Members authorize Land2Share to bill the credit card You provided now and again at the beginning of any subsequent subscription period. You also authorize Land2Share to charge you for any sales or similar taxes that may be imposed on subscription payments.

Membership to Land2Share are voluntary. No user is under duress, forced or coerced to join Land2Share. Landowners can create profiles and listings for land seekers to view properties and experiences made available. Land2Share charges a percentage of each transaction fee/value to cover business ownership costs. Circumventing the Land2Share platform will result in the right for immediate termination from the platform.

If Members cancel their account or the account is terminated, Land2Share is under no obligation to preserve their data for any length of time and will not be responsible for any loss of data. Land2Share is under no obligation to provide Members with the data associated with their Member Profile after cancellation of their Account, except as otherwise provided in the Privacy Policy. Land2Share recommends that Members maintain their own backup of their Member Profile.

Members may terminate their Account by accessing the Member Account details in their membership profile. If you terminate your account for any reason you remain responsible for payment for the remainder of your subscription period.

If Members cancel their account, their membership cancelled. Most payments for Paid memberships and paid features are non-refundable. Members will not be eligible for a prorated refund of any portion of the unused paid services. Where billing for a service is recurring on a monthly, yearly or other periodic basis, the unused portion of the current service period will not be refunded. Paid memberships and/or paid features cannot be transferred to any other account.

Refund Policy

Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if the laws applicable in your jurisdiction provide for refunds.

For Members residing in the EU or European Economic Area, in accordance with local law, you are entitled to a full refund during the 14 days after the Paid Membership subscription begins. Please note that this 14-day period commences when the subscription starts.

For Members residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:

You may cancel this Agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this Agreement, excluding Sundays and holidays. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Land2Share) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is

allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

To request a refund:

For all other Users, you may request a refund by going to your Land2Share Membership Page and following instructions to submit a refund request to info@land2share.com. Please be advised it may take up to 30 days to process your refund.

User Generated Content

All Users, including Members and Visitors, may submit User Generated Content to the Website through either the Website directly or through social media, e-mail, or postal mail. Submitted User Generated Content may include, but is not limited to, text, photos, original artwork, and videos. Except as otherwise licensed herein, Members own all rights in and to their User Generated Content. User Generated Content may be hosted, shared, and/or published as part of the Member's Member Profile. User Generated Content posted on the Website will be visible to all Members. You expressly acknowledge, however, that Land2Share does not guarantee any confidentiality with respect to any submissions of your User Generated Content.

By submitting User Generated Content to the Website, Members grant Land2Share a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use their User Generated Content for the customary and intended purposes of the Website and any purpose related thereto, including, without limitation, to reproduce, prepare derivative works, distribute copies, perform, sell, display, research, and use any of the User Generated Content. These purposes may include, but are not limited to, providing Users with the Website or its associated services, improving the Website or its associated services, and archiving or making backups of the Website. Members agree to waive all moral rights in and to their User Generated Content across the world, whether they have or have not asserted moral rights in or to their User Generated Content. By submitting User Generated Content to the Website, Members further agree

to waive all rights of publicity or privacy with respect to the User Generated Content submitted.

Members warrant that any User Generated Content that you submit to the Website will not violate the rights of third parties, including, but not limited to, trademark rights, copyright rights, and rights of publicity and privacy, or violate any applicable law, statute, ordinance, treaty, or regulation, whether local, state, provincial, national, or international.

Members agree that they are solely responsible for any User Generated Content that they submit to the Website. Land2Share acts solely as a repository of data, and therefore makes no guarantees as to the validity, accuracy, relevance, usefulness, or legal status of any User Generated Content. Land2Share does not guarantee the confidentiality of any User Generated Content you share through the Website with any third party.

Land2Share reserves the right to remove User Generated Content without prior notice and may, at its sole discretion, remove User Generated Content that it determines, at its sole discretion, violates the terms of this Agreement. Land2Share also reserves the right to terminate a User's access to the Website for any reason, including, but not limited to, for repeatedly infringing on the intellectual property or other rights of third parties or otherwise violating the terms of **Prohibited Uses**, this Agreement, or for no reason, and without prior notice.

Prohibited Uses

Members expressly agree that you will not use the Website to violate any law, statute, ordinance, regulation, and/or treaty to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, Members are prohibited from:

- Posting or transmitting User Generated Content that:
- Infringes upon the intellectual property rights of others;

- Contains any material, pictorial or textual, that depicts any form of child pornography (including individuals under the age of 18), bestiality, necrophilia, murder, and/or suicide;
- Promotes hate, violence, harassment, stalking, discrimination, terrorism, or intolerance of any kind based upon race, ethnicity, religion, sexual orientation, or disability;
- Incites any illegal activity or unlawful sexual solicitation;
- Relates to weaponry, controlled substances, gambling, or debt collection;
- Raises support or defense of anyone alleged to be involved in criminal activity;
- Impersonates another or is fraudulent, inaccurate, or misleading;
- Constitutes an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
- Intends to collect personal or personally identifiable information from others;
- Violates any term or condition of this Agreement;
- Using a robot, spider, scraper, or other automated technology to access the Website;
- Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website;
- Attempting to gain access to the private data or personal information of a Website user or third party;
- Circumventing Land2Share's technological and physical security measures;
- Suggesting an affiliation with or endorsement by Land2Share.

If you encounter content or witness behavior that you believe is inappropriate and violates this Agreement, you may report it to Land2Share by sending an email to info@land2share.com.

Mobile Devices

The Website is fully accessible via a mobile device. To the extent you access the Website through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. Land2Share is not responsible for any fees or errors that occur while accessing the Website via mobile device.

In App Purchases

From time to time, Land2Share may offer additional products and services for purchase (“in app purchases”) through the App Store or other application platforms authorized by Land2Share (each, a “Software Store”). If You choose to make an in-app purchase, You will be prompted to enter details for Your account with the mobile platform You are using (e.g., Apple, Android, etc.) (“your IAP Account”), and your IAP Account will be charged for the in app purchase in accordance with the terms disclosed to You at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. If you purchase an auto-recurring periodic subscription through an in-app Purchase, your IAP Account will be billed continuously for the subscription until You cancel in accordance with the platform terms. In all cases, please refer to the terms of Your application platform which apply to your in-app purchases.

Internet Safety

Please be aware that Land2Share does not conduct background checks on any of its Members. You understand that it is your responsibility, as a Member of Land2Share, to conduct background checks of other Members as you deem necessary. Remember to always keep the following in mind: (a) “There is no substitute for acting with caution when communicating with a stranger who wants to meet you”; (b) Stop communicating with anyone who pressures you for otherwise unpublished personal or financial information or attempts to trick you into revealing it”; (c) “If you choose to have a face-to-face meeting with another Member, always tell someone in your family or a friend where you are going and when you will return. Never agree to be picked up at your home. Always provide your own transportation to and from your outing and meet in a public place with many people around.”; and (d) “Anyone who is able to commit identity theft can also falsify a membership profile.”

Section 230 of Communications Decency Act

You acknowledge and agree that Land2Share is an interactive computer service provider under Section 230 of the Communications Decency Act. Though Land2Share may edit, remove, or control the content displayed through the Website, you agree that Land2Share will not be considered an information content provider and will not be held

liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

Third Party Links and Content

You understand that the Website may contain links to third-party retailers, websites, applications, or services that Land2Share does not own or control. You further understand that the Website may display or otherwise make available third-party content, including product images, pricing and the availability to purchase such items. You agree that Land2Share will not be held responsible or liable under any circumstance for such content of third party retailers, websites, applications, or services and that Land2Share's inclusion of those retailers, websites, applications, or services within its Website does not constitute Land2Share's endorsement of, recommendation of, or affiliation with any of those retailers, websites, applications, or services, unless otherwise noted. Land2Share disclaims any and all representations or warranties as to the quality, availability of, pricing, promotion, safety, fitness for a particular purpose, warranty or otherwise of the items available from third parties. Land2Share has no control over third parties and does not guarantee the accuracy or appropriateness of these third parties. You understand that utilization of third-party retailers, websites, applications, or services subjects you to that third party's own Terms of Use and Privacy Policy, of which Land2Share is not responsible.

No Endorsement

Land2Share does not endorse or recommend any retailer, commercial product, process, or service, unless otherwise noted. The views and opinions of Members expressed on this Website do not necessarily state or reflect those of Land2Share and are not intended to be used for advertising or product endorsement purposes.

Term and Termination

This Agreement will remain in full force and effect so long as the Website is in operation. Land2Share may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement.

Disclaimer of Warranties

LAND2SHARE DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR PRODUCTS, ITEMS OR SERVICES PURCHASED ON THE WEBSITE. LAND2SHARE PROVIDES THE WEBSITE AND SERVICES PROVIDED THROUGH THE WEBSITE ON AN AS-IS AND AS-AVAILABLE BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY. LAND2SHARE WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY USER GENERATED CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ADVICE OR MARKETING PROVIDED BY ANY THIRD PARTY, ANY THIRD-PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. LAND2SHARE IS A SERVICE PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, UNAUTHORIZED ACCESS TO AN ACCOUNT, OR ALTERATION THEREOF. LAND2SHARE RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

LAND2SHARE WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AT ANY TIME.

Limitation of Liability

LAND2SHARE WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEBSITE OR

YOUR USE OF PRODUCTS, ITEMS, OR SERVICES OFFERED THROUGH THE WEBSITE OR THIRD-PARTY LINKS ON THE WEBSITE, OR PEOPLE YOU MEET THROUGH THE WEBSITE INCLUDING, BUT NOT LIMITED TO, INJURY OR DAMAGES, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT LAND2SHARE CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, THROUGH THE WEBSITE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO LAND2SHARE, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. LAND2SHARE IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

Indemnification

You agree to hold harmless, indemnify, and defend Land2Share, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Website, your use or provision of any products, items or services through the Website, including without limitation from third party products, items or services, your reliance upon advice provided through the Website, your submission of User Generated Content to the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance,

regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party.

Your obligation to defend Land2Share under the terms of this Agreement will not provide you with the right to control Land2Share's defense, and Land2Share reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify Land2Share.

No Assignment

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. Land2Share may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website.

Governing Law; Jurisdiction; Venue

This Agreement will be interpreted, governed, construed, and enforced in accordance with the laws of the United States of America and the State of New Jersey without giving effect to any conflicts of laws principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Morris County, New Jersey, with venue proper in Morris County, New Jersey.

Binding Arbitration

YOU AND LAND2SHARE AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF SERVICES FROM LAND2SHARE, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN DANE COUNTY, WISCONSIN AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF WISCONSIN AND THE FEDERAL LAWS OF THE

UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND LAND2SHARE AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF WISCONSIN. YOU AND LAND2SHARE AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

Severability

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

Integration

Land2Share hereby incorporates its Privacy Policy and its Copyright Policy into this Agreement. This Agreement and its incorporated Privacy Policy and Copyright Policy constitutes the entire agreement between the parties with respect to the use of the Website and its associated services, products, and mobile applications. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind Land2Share.

No Waiver

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

Child Online Privacy Protection Act

The Website is **not** directed to persons under the age of thirteen (13) and Land2Share will not knowingly collect personally identifiable information from children under the age of thirteen (13). If Land2Share inadvertently collects such personally identifiable information, Land2Share will delete the personally identifiable information in accordance with its security protocols.

Limitation on Actions

LAND2SHARE AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY SERVICES PURCHASED THROUGH THE WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE

CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST LAND2SHARE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Reservation of Rights

All rights not expressly granted herein are reserved to Land2Share.

Notice

Any notice required by this Agreement must be in writing, and must be emailed to: info@land2share.com.