Arbor Terms and Conditions
Last updated December 10th, 2022

Please read these Terms carefully before participating on our auction platform. These Terms tell you who we are, what we offer and what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss at info@arbor.finance.

These terms of service, together with any documents and additional terms they expressly incorporate by reference (collectively, these "Terms"), are entered into between Arbor Finance ("Arbor," "we," "us" and "our") and you or the company or other legal entity you represent ("you" or "your"), and constitutes a binding legal agreement. By accessing or using our Services (defined below), you accept and agree to be bound by and to comply with these Terms, including the mandatory arbitration provision in Section 12. If you do not agree to these Terms, you must not access or use our Services.

The Arbor Protocol (the "Protocol") is a decentralized protocol deployed to the Ethereum blockchain. The Protocol may be utilized by software engineers to innovate and develop legally compliant financial technology applications. You should carefully consider whether your use of the Protocol is in compliance with Applicable Law. The Arbor website available at https://arbor.finance and all associated site links thereto (the "Portal") provides a graphical user interface tool to enable users to interact and experiment with the Protocol for informational and educational purposes only. The Protocol operates on the Ethereum blockchain via Web 3 enabled digital wallets. Arbor does not intermediate any such use or access to the Protocol and therefore you are responsible for complying with Applicable Law in connection with your use thereof.

Please carefully review the disclosures and disclaimers set forth in Section 9 in their entirety before accessing or using the Protocol. The information in Section 9 provides important details about the legal obligations associated with your use of the Protocol. By accessing or using our Services, you agree that Arbor is the developer of a decentralized software protocol that has been deployed to the Ethereum Blockchain for users to access and utilize solely in compliance with Applicable Law. The Protocol operates in an autonomous fashion on a decentralized network and, as a result, Arbor has no control over user transactions. You accordingly acknowledge that you use the Services at your own risk and agree that Arbor will not be responsible for any losses that occur as a result of your use of 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.

In addition to the foregoing, you also represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Services would be illegal or otherwise violate any applicable law. Specifically, you represent that you are not located in, organized in, or a resident of New York, Cuba, Iran, Syria, North Korea, the Crimea region, Venezuela, Russia, or any other jurisdiction where Applicable law prohibits you from accessing or using the Services; and you represent that you are not be named on the Office of Foreign Asset Control of the U.S. Department of the Treasury's Specially Designated and Blocked Persons List.

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1. KEY DEFINITIONS

For the purpose of these Terms, the following capitalized terms shall have the following meanings:

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.

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 Arbor, you, the Portal or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity.

3. "Ether" means the Ethereum Blockchain digital asset that may be used to purchase computational resources to run decentralized applications or perform actions on the Ethereum Blockchain.

4. "Ethereum Address" means the unique public key digital asset identifier that points to an Ethereum-compatible wallet to which Ether may be sent or stored.

5. "Ethereum Blockchain" means the underlying blockchain infrastructure which the Portal leverages to perform portions of the Services.

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

7. "Token" means an "ERC-20" digital asset issued on the Ethereum Blockchain.

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

9. "DAOs" means Decentralized Autonomous Organization.
A decentralized autonomous organization (DAO) is an emerging form of legal structure that has no central governing body and whose members share a common goal to act in the best interest of the entity. In the Arbor use case, borrowers from the protocol are always DAOs, however, DAOs can also be lenders.

2. MODIFICATIONS TO THESE TERMS

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, any and all such modifications are effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

3. SERVICES

1. Services

The primary purpose of the Services is to provide a means of interacting and experimenting with smart contracts that enable DAOs to borrow and lenders to lend digital assets peer-to-peer at fixed rates of interest (the "Services"). These often take the form of zero-coupon bonds.

2. No Fees

The Services are provided to you at no charge.

3. Ethereum Gas Charges

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

4. 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, with or without prior notice.

5. No Broker, Legal or Fiduciary Relationship

Arbor is not your broker, lawyer, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you regarding any other 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.

6. Your Responsibilities

As a condition to accessing or using the Services, you shall:

(a) only use the Services for lawful purposes and in accordance with these Terms;

(b) ensure that, at all times, all information that you provide on the Services is current, complete and accurate; and

(c) maintain the security and confidentiality of your Ethereum Address.

7. Unacceptable Use or Conduct

As a condition to accessing or using the Services, you will not:

(a) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws, including the Bank Secrecy Act;

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

(c) 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;

(d) attempt to circumvent any content filtering techniques or security measures that Arbor employs on the Services, or attempt to access any service or area of the Services that you are not authorized to access;

(e) 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;

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

(g) provide false, inaccurate, or misleading information;

(h) post content or communications on the Services 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;

(i) post content on the Services containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Services;

(j) use 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 Services is prohibited; or

(k) encourage or induce any third party to engage in any of the activities prohibited under this Section 3.7.

8. Your Assumption of Risks

You represent and warrant that you:

(a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any transactions that you engage in through the Services;

(b) 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 engaging in transactions through the Services;

(c) acknowledge and understand that Arbor is not responsible or liable for any use of the Protocol as it is deployed to the Ethereum blockchain for your own experimentation and innovation;

(d) know, understand and accept the risks associated with your Ethereum Address, the Ethereum Blockchain, Ether and Tokens; and

(e) accept the risks associated with lending, borrowing and trading Ether and Tokens, and are responsible for conducting your own independent analysis of the risks specific to any Ether and Tokens lent, borrowed or traded by you and your use of the Services.

(f) know, understand and accept the risks associated with issuing, buying, redeeming, converting, or otherwise interacting with fixed income instruments such as zero-coupon bonds, convertible bonds, and other technically advanced financial instruments.

(g) ERC20 tokens are neither legal tender backed by governments nor by assets. The tokens' value is highly volatile causing price fluctuations.

(h) We could be impacted by regulatory inquiries or action, which could impede or limit your ability to access or use the Platform.

(i) Transactions on Ethereum Mainnet and Ethereum Virtual Machine compatible validation mechanisms are generally immutable and irreversible. Any transaction thereon is therefore irrevocable and final as soon as it is settled thereon. In the event that you send your tokens to sell to any other destination other than the Protocol smart contracts, such tokens may not be returned. We assume no responsibility and shall have no obligation to you if this occurs, including but not limited to any responsibility to recover, or assist to recover, any such tokens.

(j) Our Platform may in part be established on servers at data center facilities of third party providers and on distributed systems for storing and accessing data including IPFS. Where centralized services may be used, we may be required to transfer our Platform to different facilities, and may incur service interruption in connection with such relocation. Data center facilities are vulnerable to force majeure events or other failures. Third party providers may suffer breaches of security and others may obtain unauthorized access to our server data. Where content is stored via distributed systems, there may be interference in content addressing, content linking, indexing and discovery. As techniques used to obtain unauthorized access change frequently and generally are not recognised until used against a target, it may not be possible to anticipate these techniques or to implement adequate preventive measures.

You hereby assume, and agree that Arbor will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Arbor, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.

9. Your Content

You hereby grant to us a royalty-free, fully paid-up, sublicensable, 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, any content that is available to other users via the Arbor Platform as a result of your use of the Portal (collectively, "Your Content") through your use of the Services, including, without limitation, for promoting Arbor (or its Affiliates) or the Services. 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.

4. PRIVACY POLICY

Please refer to our privacy policy available at https://arbor.finance/privacy for information about how we collect, use, share and otherwise process information about you.

5. PROPRIETARY RIGHTS

1. Ownership of Services; License to Services

As between you and Arbor, Arbor owns the Services, including all technology, content and other materials used, displayed or provided on the Portal or in connection with the Services (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, transferable, license to access and use those portions of the Services that are proprietary to Arbor.

2. Trademarks

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

6. CHANGES; SUSPENSION; TERMINATION

1. Changes to Services

We may, at our sole discretion, from time to time and with or 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.

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 Services.

3. Survival

The following sections will survive any termination of your access to 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 1, 4, 5, 6.3, and 7-14.

7. ELECTRONIC NOTICES

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our "Communications") that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Portal or by emailing them to you at the email address you provide in connection with using the Services, if any. You should maintain copies of our Communications

by printing a paper copy or saving an electronic copy. You may also contact our support team to request additional electronic copies of our Communications by filing a support request at info@arbor.finance.

8. 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) Ethereum Blockchain assets associated with your Ethereum Address; (c) any feedback or user content you provide to the Portal, if any; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Arbor (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 Arbor wishes to settle, and if so, on what terms.

9. DISCLOSURES; DISCLAIMERS

Arbor is a developer of software. Arbor is not a bank or financial institution and does not take custody of digital assets. Arbor does not operate a digital asset exchange platform or execute peer-to-peer transactions through the Protocol and therefore has no oversight, involvement, or control with respect to your transactions, which are executed through the Ethereum Blockchain. The Protocol is an autonomous decentralized web protocol deployed to the Ethereum Blockchain that operates in a disintermediated fashion, and, as such, Arbor does not participate in any of these transactions. In each instance, when you interact with the Protocol, you are interacting with a smart contract that transfers your digital assets to a third-party protocol.

You are responsible for complying with all laws and regulations applicable to your transactions, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("CFTC"), the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission ("SEC"), and the Bank Secrecy Act and the regulation promulgated thereunder by the U.S. Department of Treasury Financial Crimes Enforcement Network ("FinCEN").

You understand that Arbor is not registered or licensed by the CFTC, SEC, FinCEN or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of Arbor software. This website and Arbor software do not constitute advice or a recommendation concerning any commodity, security or other asset. Arbor is not acting as an investment adviser or commodity trading adviser to any person.

Arbor does not own or control the underlying software protocols that enable the Protocol to function. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Arbor is not responsible for operation of the underlying protocols, and Arbor makes no guarantee of their functionality, security, or availability.

To the maximum extent permitted under Applicable Law, 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 hereby 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 represent or warrant that 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 Services are correctable or will be correctable.

You acknowledge that your data on the Portal 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 events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

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.

10. 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 Services (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Services, your Ether, 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, breach of warranties, 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 nor is Arbor in any way responsible for the execution or settlement of transactions between users of Arbor software.

11. 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 Services (and any of their content and functionality), any performance or non-performance of the Services, your Ether or Tokens, 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 fees paid by you to us under these Terms, if any, in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

12. DISPUTE RESOLUTION AND ARBITRATION

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Arbor and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. In addition, arbitration precludes you from suing in court or having a jury trial.

You and Arbor agree that any dispute arising out of or related to these Terms or our Services is personal to you and Arbor and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Except for small claims disputes in which you or Arbor seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Arbor seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Arbor waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, for any dispute or claim that you have against Arbor or relating in any way to the Services, you agree to first contact Arbor and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Arbor by email at info@arbor.finance. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Arbor cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Houston Texas, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules"). The most recent version of the JAMS Rules are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and Arbor agree that these Terms affect interstate commerce and that the enforceability of this Section 12 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, Arbor, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Arbor agree that for any arbitration you initiate, you will pay the filing fee and Arbor will pay the remaining JAMS fees and costs. For any arbitration initiated by Arbor, Arbor will pay all JAMS fees and costs. You and Arbor agree that the state or federal courts of the State of Texas and the United States sitting in Houston, Texas have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Arbor will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 12 by emailing us at info@arbor.finance. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 13.

If any portion of this Section 12 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 12 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 12; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of

those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 12 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 12 will be enforceable.

13. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of the State of Texas, as applicable, without regard to conflict of law rules or principles (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, the state and federal courts located in Houston, Texas will have exclusive jurisdiction. You waive any objection to venue in any such courts.

14. MISCELLANEOUS

Any right or remedy of Arbor 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. Our failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. We will have no responsibility or liability for any failure or delay in performance of the Portal 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, or equipment or software malfunction. You may not assign or transfer any right to use the Portal or the Services, or any of your rights or obligations under these Terms, without our express 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. Headings of sections are for convenience only and shall not be used to limit or construe such sections. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Portal 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.