

LANA® TERMS AND CONDITIONS

Welcome to the EGreen Financial Inc. dba Lana (referred to herein as "Lana", "us", "we" or "our"). PLEASE CAREFULLY READ THE FOLLOWING USER AGREEMENT AND APPLICATION TERMS AND CONDITIONS BEFORE ACCESSING, ACTIVATING OR OTHERWISE USING THE LANA MOBILE APPLICATION AND ITS RELATED SERVICES (COLLECTIVELY, THE "APPLICATION"). BY USING THE APPLICATION, YOU AGREE TO BE CONTRACTUALLY BOUND BY THIS USER AGREEMENT (THE "AGREEMENT") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS, DO NOT USE THE APPLICATION.

To the extent allowed by Applicable Law, we may amend this Agreement from time to time by posting an updated Agreement on www.lana.com and/or within the Application. Applicable Law means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any governmental authority that apply to the subject matter of this Agreement. Your continued use of the Application after such posting constitutes your acceptance of the terms and conditions of the amendment made to this Agreement. If you do not accept an amendment made to this Agreement, your sole and exclusive remedy is to close your User Account ("Account") or not use the Application. You can contact Lana Customer Service regarding your use of the Application by email at support@lana.com and by phone at 1 (424) 216-5598.

The Application, Your Account and Equipment

The Application is offered and distributed by Lana. The Application allows you to register an Account that can be used to access and complete certain transactions with various service providers and third parties using your mobile device. As used in this Agreement, the term "Service" includes all services, applications or websites that we operate that link to this Agreement, pages or processes within each such services, applications or websites, any equivalent, replacement, substitute or backup services, that are associated with your use of Lana's applications or websites (collectively, the "Service"). The Account may be associated with a Lana branded demand deposit account and/or debit card ("the Card"). **The Card is issued by Green Dot Bank, Member FDIC, pursuant to a license from MasterCard International Incorporated and/or Visa U.S.A Inc.** The Application is only available to individuals who are: (i) of legal age of majority in their jurisdiction of residence (and at least 18 years of age); (ii) agree to only use the Application and/or Service for lawfully limited purpose set forth herein, and (iii) own or have a compatible mobile device with a participating wireless network provider. We also reserve the right to terminate the Service in its entirety.

Equipment. For the purpose of this Agreement, "Equipment" shall mean any hardware, software or networks associated with bringing you the Application, including, but not limited to, your mobile device. The Application may not work with all mobile devices (it is currently available only for U.S. wireless telephone numbers), and not all functionalities of the Service are available on mobile devices or through the Application. We reserve the right to impose transaction limits or restrict certain services offered to you within the Application. If you use the Application, you are solely responsible for any fees that your wireless service provider or other third-party charges, such as fees for messages and data services. Your wireless service provider is not the provider of the Application, and we are not responsible for the hardware and/or mobile device you use in downloading and using the Application.

The Application is available through your Equipment when it is within the operating range of a wireless network provider. The Application is subject to transmission limitation or interruption for any of several reasons, including, without limitation, the malfunction of Equipment, periodic updating, maintenance or repair of the Application or the financial services networks maintained by third parties, or other actions that Lana, in its sole discretion, may elect to take. Lana does not guarantee that the Application (or any portion thereof) will be available at all times and/or in all areas. You acknowledge and agree that we are not responsible for performance degradation, any late fees, fees, interruption or delays due to conditions due to the Equipment.

Verification Requests. You agree to cooperate with all requests made by us, or third parties on our behalf, to identify you, authenticate your identity, validate your funding sources, verify your wireless telephone number and account, or verify your transactions. To the extent allowed by Applicable Law, you agree that we may make employment and investigative inquiries or reports as we deem appropriate in connection with the opening, issuance, funding, loading, reloading, review, suspension or termination of your Account. These inquiries may include inquiries to check databases, or other consumer reporting agencies.

Not a Demand Deposit Account. Except as otherwise provided by Applicable Law, when you sign up for access to an Account, you understand that you are not signing up for a demand deposit (checking) account, savings account, or other consumer asset account with us. By registering for the Service, you receive access to an Account that allows you to sign up for a Card or access other product offerings provided by third party providers through the Service. For more information about the terms and conditions of your Card, please see your Cardholder Agreement.

Third Party Websites and Services. The Services may contain links to third party websites and services, or information provided by such parties, over which Lana has no control. You acknowledge and agree that Lana does not endorse, verify, or make any representations regarding these third-party websites and services and is not responsible for the availability of, and any liability arising from, any such third-party websites, services, or information. Lana is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third-party websites and services. It is recommended that you carefully review any terms of use and privacy policy of any linked third-party website before providing any information to that website or using its products and services. We have not tested, nor do we review, monitor, or verify any information, software, or products found or provided by third party providers and therefore do not make any representations about any third-party associated products or services. You will need to make your own independent judgment regarding your interaction with services providers using the Service. It is your responsibility to evaluate the accuracy, reliability, timeliness, and completeness of the content provided by the third-party service provider.

Authorizations. Each time you initiate or accept a payment transfer through the Service, you authorize us to debit or credit the relevant Card or service provider on your behalf in accordance with your instructions and the terms and conditions of this Agreement. Your authorization permits us to complete the transfer (including deducting any applicable fees), to correct any errors in the transfer, and, in our sole discretion, to resubmit any transfer that is rejected by a service provider or recipient, to the extent permitted by Applicable Law.

Authorized Users. You will be liable for all transactions arising from any use of the Service and any use of your Account and/or Card. Your right to access and use the Application is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Application for lawful purposes. You may only have one Account associated with one email address and phone number. We reserve the right to terminate and/or close your Account and all access to the Services in the event you violate the terms of use of the Application.

Third Party Permission. If you permit another person to use your Account, Card or withdraw money from or send money to your Card or to a service provider you will be responsible for any transactions made and any fees incurred by such person. You will be liable for these transactions and fees even if the person that you permitted to use your Account and the Card exceeds the scope of the authority that you gave. Further, you acknowledge and agree that you will not hold Lana or any of its affiliates responsible for, and will indemnify us from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. Your liability associated with your use of the Card is subject to the terms of your Cardholder Agreement.

Unauthorized Use. You agree not to provide access to your mobile device to anyone you do not authorize to use your Account. You are responsible for all use of your Account and for ensuring that use of or access to your Account

complies fully with this Agreement. You acknowledge and agree that any use of the Application occurring through your installed Application shall be deemed to be your actions and that Lana may rely upon such actions. You are solely responsible for protecting the security of the installed Application on your mobile device.

Fraud Abuse. You agree to immediately notify us if you suspect fraudulent or abusive activity. If you notify us, or we otherwise suspect fraudulent or abusive activity, you agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Your failure to cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your use of the Application. You agree and understand that you are responsible for maintaining the confidentiality of your username and password which, together, allows you to access the Application.

Electronic Communication and Consent. By registering for an Account and accepting the terms and conditions of this Agreement, you consent to receive communications, including notices and information via email to the primary email address we have in our records for you and, via text to the mobile phone number associated with the Account and Application. All notices and information sent to you via email and/or text message will be deemed to be in writing and received by you when sent to you. Lana reserves the right to close your Account if you withdraw your consent to receive electronic communications. Any electronic communications will be considered to be received by you within 24 hours of the time we post it to our website, within the Application, or email it to you. We may change or modify this Agreement, including Application features, from time to time by informing you of such change when you access the Application. You may stop receiving text messages from us at any time by replying "STOP" to any text message you receive from us.

Change of Address. You agree to tell us immediately if your U.S. mail or postal address or if your email address changes. If you do not notify us about an address change, information regarding your Account may be mailed or emailed to the wrong person. Any notice we send to you shall be deemed delivered three (3) business days after mailing it to you at the last U.S. mail or postal address you provided for your Account or one (1) business day after emailing it to you at the last primary email address you provided for your Account. You agree we may accept changes of mail or postal address from the U.S. Postal Service.

Notices to Lana. Except as otherwise stated herein, notice to Lana must be sent by postal mail to our corporate headquarters at the attention of our Legal department, which is currently: EZCORP, Inc. Attn: Legal Department, 2500 Bee Caves Rd, Bldg. 1, Suite 200, Rollingwood, Texas 78746.

Privacy and your Personal Information. For information about our data protection practices, please read Lana's Privacy and Security Policy, located at www.lana.com, which is hereby incorporated into this Agreement. This policy explains how Lana treats your personal information when you access the Application and use the Services. The policy may be updated from time to time at our discretion. Changes will be effective upon posting to the site www.lana.com or within the Application.

Password Security and Keeping Your Email and Address Current. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Account and Services. If you use a Card, you should also carefully safeguard this Card. You are responsible for keeping your mailing address and email address up to date in your Account Profile.

Telephone Monitoring/Recording. From time to time, we may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by Applicable Law.

Confidentiality and Disclosure of Information. We will disclose information to third parties about your Account, and transactions: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Account for ourselves or for a third party, such as a credit bureau or merchant; (iii) in order to verify your

identity or any accounts you hold (including wireless service accounts); (iv) in order to comply with government agency or court orders; (iv) if you give us your written permission; or (v) in accordance with our Privacy Notice and/or Privacy Statement, which can be found on our website or within the Application. We may disclose your first name, last name and email address to the individual or service provider that you are seeking to transact with or are transacting with via your Account. Your name may also be displayed in another user's transaction history if you transact with that user or service provider. Additionally, we may share your address and contact information with a service provider from whom you purchased goods/services using the Service to allow the service provider perform any related customer service function.

Transaction History. You may review your Card transaction history by logging into your Account. You may not rely on the transaction history provided by third-party providers. It is for information purposes only and may not display real time transaction details and/or fees of third-party service providers.

Loading Limits. We may, at our discretion, impose limits on the amount of money you can fund to your Card through the Services. When you initiate a payment to your Card or to a service provider, you are providing an authorization to Lana and the third party to process your payment and complete the transaction. The payment will be considered delivered to the Card and/or service provider once you complete the transaction using the Service.

Payment Method Limitations. In order to manage risk, Lana may limit the payment methods available to initiate a load to your Card. In addition, payment methods may be limited if you make a payment through certain third-party websites or applications.

Accuracy of Information. You are responsible for confirming the accuracy of the information you provide about each load you initiate to your Card. You agree that Lana shall not be liable for inaccurate information provided by you.

Liability for Failure to Make Transfers. If we do not complete a transaction to or from your Card or, as applicable, on time or in the correct amount in accordance with this Agreement, we will not be liable, for instance, if: (a) our computer systems or other electronic terminal where you are making a transaction does not operate properly and you knew about the failure when you started the transaction; (b) the Card issuer refuses the transaction; (c) access to your Account or Card has been blocked; (d) there is a hold on the funds associated with your Card or the funds in your Account are subject to any legal process or other encumbrance restricting their use; (e) we have reason to believe the requested transaction or withdrawal is unauthorized; (f) circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (g) the transaction would violate the terms and conditions of this Agreement; or (h) there are other exceptions stated in this Agreement with you.

Fees. There are no fees charged to you to download the Application or create an Account. Please review your Cardholder Agreement or other terms with other service providers offered on the Service to determine the fees associated with the service offering.

Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Lana is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction or use of the Service.

Registration, Suspension of Use, and Closure

We, in our sole discretion, may limit your use of, suspend or terminate your privileges with respect to your Account, with or without cause or notice, other than any notice required by Applicable Law.

If we decide to close or suspend use of your Account (which closure will result in termination of your privileges with respect to the associated the Application, Services, and Account), we will send an email to the primary email address we have in our records for you. Upon closure of your Account you must immediately discontinue use of your Account. Closure of your Account will not affect your obligations under this Agreement or with other service providers.

Termination. This Agreement is in effect each time you use the Application. Lana may terminate your use of the Application at any time without cause or prior notice. This may happen, for example, if your identity cannot be confirmed or the action is necessary to protect the security of the Application. This Agreement will continue to apply following its termination with respect to any obligations incurred or arising prior to its termination.

Closing Your Account

How to Close Your Account. You may close your Account at any time by calling customer service or deleting your Account within the Application. Upon Account closure, we will attempt to complete any pending transactions to your Card, unless otherwise legally prohibited. If you have a pending payment, we will not close your Account until that payment has been made, but we may limit your ability to make additional transactions using your Account.

Limitations on Closing Your Account. You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, you authorize us to instruct the Card issuer to hold your funds for up to 180 Days to protect Lana, its affiliates, or a third party against the risk of Claims, fees, fines, penalties and other liability. "Claims" includes, without limitation, all actions or demands of any kind that you have or may have in the future, causes of action, damages, penalties, losses, attorneys' fees, costs, expenses, obligations, and all other liabilities of any kind or description whatsoever, either in law or in equity, whether known or unknown. You will remain liable for all obligations to Lana or its service providers related to your Account even after the Account is closed. After the closure of your Account, the transaction history will be available online for 60 days from the date of closure.

Restricted Activities

Restricted Activities. In connection with your use of our Services or Application, or in the course of your interactions with Lana, other users, or third parties, you agree you will not:

- a. Breach this Agreement or any other agreement or policy that you have agreed to with Lana;
- b. Violate any Applicable Law, including but not limited to any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- c. Infringe Lana's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- e. Provide false, inaccurate or misleading information;
- f. Send or receive what we reasonably believe to be potentially fraudulent funds;
- g. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- h. Attempt to "double dip" during the course of a dispute by receiving or attempting to receive funds from both Lana, or the Card issuer, or any other third party for the same transaction;

- i. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- j. Use the Service for commercial purposes in a manner that results in or may result in complaints, disputes, Claims, reversals, chargebacks, fees, fines, penalties and other liability to Lana, other users, third parties or you;
- k. Access the Services from a jurisdiction that is not permitted by Lana;
- l. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Lana Services;
- m. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, Card issuer, or other suppliers;

If you breach this or permit others to do so or conduct (or attempt to conduct) any transactions that we believe are not permitted by this Agreement (such as one of the activities set forth above) or Applicable Law, we may, at our sole discretion and without waiving any of our rights, freeze, close, cancel, suspend, or limit your use of your Account, Application, and/or your access to the Service.

Lana's Intellectual Property Rights

Lana, the Lana Logo, are service/trademarks of Lana. All other featured logos are service/trademarks of their respective owners.

You acknowledge and agree that contents of the Application, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material used by us for the Application, are proprietary to us and our licensors and protected under both United States and other applicable copyright, trademark and other laws. As such, you will not gain any ownership or other right, title or interest in or to them by reason of this Agreement or otherwise. You may not reverse engineer, modify, or de-compile any of the technology that we make available to you. Except as otherwise expressly stated herein, the Application and its contents may not be copied, reproduced, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without our prior written consent.

License Grant. You are granted a revocable non-exclusive, limited license or right to access the Application and to print copies of any content only for your personal use. Commercial use of any content is prohibited. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all Lana documentation accompanying the Services. If you do not comply with Lana's implementation and use requirements you will be liable for all resulting damages suffered by you, Lana and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to Lana's software are owned by Lana.

Limitations

No Warranties. THE LANA SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. LANA, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF LANA SPECIFICALLY DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT REGARDING THE SERVICES, THE APPLICATION, THE PLATFORM, ACCOUNTS, THE CARDS, ANY FEATURE THEREOF, OR ANY SUBJECT MATTER COVERED BY THE SUBSTANCE OF THIS AGREEMENT. LANA DOES NOT WARRANT THAT THE APPLICATION WILL BE ERROR-FREE OR UNINTERRUPTED, AND LANA DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. WE WILL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, CARD TRANSACTIONS, COMPLETION OR SETTLEMENT OF TRANSACTIONS OR USE OF THE SERVICE OR THE APPLICATION. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

Limitation of Liability. IN NO EVENT SHALL WE, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF LANA, DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR ANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LANA'S LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE PROCESSING FEES YOU HAVE PAID US REGARDING YOUR USE OF THE APPLICATION, CARD, AND SERVICES WE PROVIDE.

WE SHALL NOT BE LIABLE IF WE ARE UNABLE TO PROVIDE THE APPLICATION (OR ANY PART THEREOF) OR PERFORM ANY OF OUR OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

Indemnity. You agree to defend, indemnify and hold harmless Lana, its respective financial institutions, the merchant, the Card provider, wireless carrier, and their respective affiliates, advertising and promotion agencies and their service providers and all of their respective officers, directors, employees and agents (collectively, the "Lana Parties") from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Application in violation of this Agreement or Applicable Law and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth herein.

Dispute Resolution. Any claim between you and Lana arising out of or connected with this Agreement or the Application shall be resolved exclusively within the federal and state courts residing within Travis County, State of Texas, U.S.A., and you waive any jurisdictional venue or inconvenient forum objections to such courts. Any claim between you and a third-party service provider shall be handled in accordance with the dispute resolution provisions of that agreement.

Contact Lana First. If a dispute arises between you and Lana, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Lana regarding the Lana Services may be reported to Customer Service.

Arbitration. For any Claim (excluding claims for injunctive or other equitable relief), the party requesting relief must resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Any Claim shall be resolved by arbitration through the American Arbitration Association ("AAA"). Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth herein. The parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Class Action Waiver and Other Restrictions. Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Improperly Filed Litigation. All Claims you bring against Lana must be resolved in accordance with this Agreement. All Claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a Claim contrary to this Agreement, Lana may recover attorneys' fees and costs, provided that Lana has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

Insolvency Proceedings. If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, Lana will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

No Waiver. Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches. You agree that if Lana does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Lana has the benefit of under any Applicable Law), this will not be taken to be a formal waiver of Lana's rights and that those rights or remedies will still be available to Lana.

Release of Lana. If you have a dispute with one or more users or service providers using the Service, you release Lana (and our parent, affiliates, officers, directors, agents, joint ventures, employees and suppliers) from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. To the extent permitted by Applicable Law, you waive and release us from all defenses, rights, and claims you have or may have against us arising from or relating to this Agreement

Attorneys' Fees and Costs. Except as may be provided in this Agreement, you agree to pay all costs incurred by us or our successors or assigns in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by Applicable Law.

Void Where Prohibited. Not all services described in this Agreement are available to all persons or at in all jurisdictions. We reserve the right in our sole discretion, to limit, restrict or prohibit the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

Non-Assignability. You may not assign or transfer this Agreement or any of your rights, obligations, duties, responsibilities, or liabilities under this Agreement without our prior written consent, and any attempt to the contrary without our prior written consent shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns. We may assign all or portions of our rights and obligations under this Agreement without your approval to any entity which acquires all or substantially all of our assets or to any Affiliate or successor.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable under any Applicable Law, the validity or enforceability of any other provision of this Agreement shall not be affected, and, in lieu of such invalid or unenforceable provision, there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

Survival. Any provision in this Agreement that provides for rights or remedies which by their nature should continue after termination of this Agreement will survive termination of this Agreement.

Complete Agreement. This Agreement, along with any applicable policies and agreements on terms and conditions page on the Lana website at www.lana.com, sets forth the entire understanding between you and Lana with respect to the Application and the Services.

Translated Agreement. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.