

## WEBSITE TERMS AND CONDITIONS

These website terms and conditions govern the use of PotlatchDeltic's websites (including the website at <https://idahoaccess.potlatchdeltic.com/>, which we refer to as the "Website"), mobile applications, and other online services, software and products that link to these terms and conditions (the "Services"). The Services are owned by PotlatchDeltic involved in providing and supporting the Services (collectively, "We", "Us", "Our" or "PotlatchDeltic").

BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS INCLUDING WITHOUT LIMITATION THE WARRANTY DISCLAIMERS, WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION, INDEMNITY AND LIMITATION ON LIABILITY PROVISIONS BELOW AND IN OUR PRIVACY POLICY, WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS (this "Agreement"). PotlatchDeltic has the right to accept or reject any applicant for Services, in its sole and complete discretion. PotlatchDeltic may, at any time and from time to time, modify these terms. Any changes to these terms will be effective immediately upon posting of the updated version on or through the Services or on our Website. You agree to periodically review these terms, and your continued use of the Services following any such modification constitutes your agreement to follow and be bound by these terms as modified.

YOU MUST BE AT LEAST 18 YEARS OLD TO USE ANY OF THE SERVICES. YOU ACKNOWLEDGE THAT YOU ARE NOT MISREPRESENTING ANY INFORMATION DURING YOUR ENROLLMENT OR USE OF THE SERVICES.

POTLATCHDELTAIC DOES NOT KNOWINGLY (A) COLLECT OR SOLICIT PERSONAL INFORMATION FROM ANYONE UNDER 18 YEARS OF AGE OR (B) ALLOW ANYONE UNDER 18 YEARS OF AGE TO INDEPENDENTLY REGISTER FOR THE SERVICES.

### 1. SCOPE OF SERVICES

This Agreement applies only to your use of the Services. Other policies, including Our Privacy Policy are available at <https://idahoaccess.potlatchdeltic.com/>

As a condition to use of the Services, you agree that you will not use the Services in a manner inconsistent with (i) this Agreement, or (ii) any and all applicable laws and regulations.

### 2. Your Account and Your Use of the PotlatchDeltic Services

To access certain parts of the Services, such as our Careers portal, Customer portal, or Real Estate sales portal, you will be required to create an account. We may offer Services in the future that also require the creation of an account. The provisions of this section apply to those parts of the Services.

You must provide accurate and complete information any time you initially register or continue to use the Services. It is your responsibility to provide Us with true, accurate, and complete email

address, contact, and other information related to your account(s), and to maintain and promptly update any changes in this information. You are responsible for maintaining the confidentiality and security of your password and account credentials, and you are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify PotlatchDeltic of any unauthorized use of your password or account, and (b) ensure that you properly exit from your account at the end of each session. PotlatchDeltic shall not be liable for any loss or damage arising from your failure to comply with any of these terms and conditions.

The following actions are expressly prohibited in relation to your username and password used to obtain the Services:

- Sharing, disclosing, permitting access to, or otherwise facilitating the use by any person of your username and password or accessing, copying, or storing any part of the Services for non-personal use;
- Using the username and password to cache the Services in such a manner as to be accessible by persons who have not properly registered with PotlatchDeltic; or
- Using the username and password to permit multiple persons access to the Services through a local or wide area network.

If you have forgotten your username or password, the Services may use an email address previously provided by you to send your username or temporary password. You understand that any other individuals using the same email address will be able to gain access to your account information.

Your use of the Services and any content accessed through the Services must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You may not interfere with or disrupt the proper operation of the PotlatchDeltic Services. You must be at least 18 years old to register and use the Services. You acknowledge that you are not misrepresenting any information during your enrollment or use of the Services, including your identity or information. You have a continuing obligation to keep your identity and contact information up to date and accurate.

If you access the Website or enter and maintain your personal information on the Website, you understand that you are responsible for safeguarding and securing your mobile device and the associated credentials (such as user identifiers and passwords). If you leave your mobile device unattended, or if it is lost or stolen, you understand that your personal information input into the Website may be accessible to others. By providing your phone number to PotlatchDeltic, you expressly consent to PotlatchDeltic periodically calling or texting you at this phone number - in person or through an automated system.

### **3. Text Message and Short Code Terms**

In some situations, PotlatchDeltic may provide you with the opportunity to opt in to receive text messages or short message service ("SMS") notifications from PotlatchDeltic. If you opt in to such notices, you can cancel the SMS service at any time. Just text "STOP" to Us. After you send the SMS message "STOP" to Us, We will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from Us. If you want to opt-in to SMS or text messages again, contact Us at [support@potlatchdeltic.com](mailto:support@potlatchdeltic.com). If you are experiencing issues with the messaging program, you can get help directly at [support@potlatchdeltic.com](mailto:support@potlatchdeltic.com). Carriers are not liable for delayed or undelivered messages, and We are not liable for delayed or undelivered messages caused by carrier error. As always, message and data rates may apply for any messages sent to you from Us and to Us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. If you have any questions regarding privacy, please read our Privacy Policy available at <https://idahoaccess.potlatchdeltic.com/>.

#### **4. Use of Your Information/ Privacy Policy**

If you create, transmit, or display information while using the Services, you may provide only information that you own or have the right to use. PotlatchDeltic will only use information you provide as permitted by Our Privacy Policy available at <https://idahoaccess.potlatchdeltic.com/> and applicable law. The purpose of Our Privacy Policy is to identify the information We collect online, the steps We take to protect it and your choices regarding how that information is used.

#### **5. Intellectual Property**

The Services, including without limitation the text, graphics, images, photographs, videos, illustrations, and other content contained therein is owned by PotlatchDeltic or its licensors and is protected under both United States and foreign laws. We grant to you, for your legitimate business purposes to conduct business with Us, or for personal purposes as an individual consumer, a nonexclusive, non-transferrable, non-sublicensable, limited, and revocable right to access and use the Services during the term of this Agreement, so long as you comply with the terms of this Agreement. You agree not to use the Services for any other purpose, including not to a) modify, prepare derivative works of, decompile or reverse engineer the Services (except as and only to the extent any foregoing restriction is prohibited by applicable law or regulation); (b) use the Services in a way that abuses or disrupts our networks, user accounts, or the Services including any sales outreach or commercial purposes other than the specific uses permitted by these Terms and Conditions; (c) transmit any harassing, indecent, obscene, fraudulent or unlawful material through the Services; (d) market, sell or resell the Services to any third party or otherwise commercially use the Services; (e) use the Services in violation of any applicable federal, state, local, or sectoral laws, regulations or ordinances, including without limitation any laws regarding the export of data or software or laws or security and data protection and employment discrimination laws; (f) use the Services to send unauthorized advertising or spam content; (g) harvest, collect, or gather data of other users or of Us; (h) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services or features that enforce limitations on use of the Services; (i)

transmit any material that infringes, misappropriates or otherwise violates the intellectual property, privacy or other rights of third parties through the Services; (j) use or attempt to use another user's account without express written authorization from that user and PotlatchDeltic; (k) impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity; (l) except as expressly permitted by PotlatchDeltic, copy, reproduce, distribute, publicly perform or publicly display all or any portions of the Services; (m) use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from the Services; (n) remove any proprietary rights, notices or markings in the Services; (o) do anything that might discover source code of the Services or bypass measures employed to prevent or limit access to any part of the Services; (p) develop or use any applications that interact with the Services without our prior written consent; (q) access the Services via a bot or automated software; or (r) otherwise use the Services in any manner that violates these Terms or applicable law. Any other use of the Services other than as expressly authorized herein is strictly prohibited and will automatically and immediately terminate any and all licenses granted to you under these terms.

All materials available through the Services may be accessed, downloaded, or printed for the user's legitimate business purposes to conduct business with PotlatchDeltic, or for the user's own personal, noncommercial purpose and solely within the scope allowable by this Agreement. No other use of these materials is allowed without express written permission of PotlatchDeltic.

Any unauthorized use of the words or images from the Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes. The Services include material that is derived in whole or in part from materials that are copyrighted, including the content, format and layout of the Services. The copyrights are owned by PotlatchDeltic, or for licensed content, the content providers.

None of the names, trademarks, service marks and logos of PotlatchDeltic appearing on or through the Services may be used in any advertising or publicity, or otherwise to indicate PotlatchDeltic's sponsorship of or affiliation with any product or service without express written permission of PotlatchDeltic. Nothing contained within the Services should be construed as granting, by implication, estoppel, waiver, or otherwise, any license or right of use to any trademark displayed on or through the Services without the written permission of PotlatchDeltic or the third-party owner of the trademark, if any. The Services may contain other proprietary notices and copyright information, the terms of which must be observed and followed by you.

You also understand and agree that any and all comments, suggestions, ideas or feedback (collectively, "Feedback") you provide Us about the Services or any PotlatchDeltic products or offerings, including how to improve them, is or becomes the exclusive property of PotlatchDeltic, including any associated rights to such Feedback, and PotlatchDeltic may freely use, copy, make, sell, reproduce or modify Feedback in any manner without consent, obligation or compensation to you.

#### **Notice for Claims of Intellectual Property Violations and Copyright Infringement.**

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act with respect to any items or content on our Website or in our Application. If you believe that your intellectual property rights, including copyright, trademark, or certain other intellectual property rights of third parties, have been infringed, please notify Us at using the contact information below and We will promptly investigate.

PotlatchDeltic Corporation  
601 West 1st Avenue, Suite 1600  
Spokane, WA 99201  
Attention: Legal Department

## **6. Right to Change Terms and Conditions**

PotlatchDeltic may, at any time and from time to time, amend this Agreement. Any changes to this Agreement will be effective immediately upon posting of the changed terms and conditions on or through the Services or Our Website. You agree to periodically review these terms and conditions, and your continued use of the Services following any such change constitutes your agreement to follow and be bound by this Agreement as amended.

## **7. Computer Equipment, Browser Access, and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Services. This responsibility includes, without limitation, your utilizing up to date web-browsers and strong encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining internet services via the internet service provider of your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet, and by using the Services you expressly assume such risks. You acknowledge that you are responsible for the data security of the Systems used to access the Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have accessed the Services for your convenience, have made your own independent assessment of the adequacy of your internet and Systems, and that you are satisfied with that assessment. You are responsible for any use of the Systems not necessary for the Services and any risks associated with or arising from such personal use. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Systems. Using the Services to record any interactions with PotlatchDeltic employees or agents is prohibited.

## **8. Links to Other Sites**

PotlatchDeltic may provide third-party-owned content (e.g., articles, data feeds, abstracts, etc.) and may also include hypertext links to third-party-owned websites. These third-party-owned websites include, without limitation, Salesforce®, Trimble® and UKG®. We provide such third-party

content and links as a courtesy to Our users and we do not save or retain any log on credentials for such third-party owned websites, such as logins or passwords. We have no control over any third-party owned websites or content referenced, accessed by or available through the Services and, therefore, We do not endorse, sponsor, recommend or otherwise accept any responsibility for such third-party websites or content or for the availability of such websites, and your access and use of such third-party content is at your own risk. We do not provide any representation, warranty, or guaranty that the third-party-owned websites linked from the Services will be available or functional. The functionality of the Services may be limited or negatively affected if third-party-owned websites or tools are unavailable. IN PARTICULAR, WE DO NOT ACCEPT AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF ANY ALLEGATION THAT ANY THIRD-PARTY OWNED CONTENT (WHETHER PUBLISHED ON OR THROUGH THE SERVICES, OR ANY OTHER, WEBSITE) INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ANY LIABILITY ARISING OUT OF ANY INFORMATION OR OPINION CONTAINED ON SUCH THIRD-PARTY WEBSITE OR CONTENT. If you link to third-party sites from PotlatchDeltic, you should consult the policy statements and terms of use of each site you visit.

#### **9. Disclaimer of Warranty; Limitation of Liability; Securities Disclaimer and Forward-Looking Statements**

By using the Services, you agree and represent to PotlatchDeltic that you have the power and legal authority to accept and agree to these terms and conditions on behalf of yourself or as a legal guardian of someone else, and that you own all of the legal rights to the information you provide and grant the rights and licenses granted herein; and all information that you provide to PotlatchDeltic or its employees and/or affiliates is accurate, complete, and true when provided.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED AND USED AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. POTLATCHDELTIC AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE INFORMATION, SERVICES AND MATERIALS CONTAINED ON OR IN THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ACCURACY, AND/OR TIMELINESS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ACCESS TO THE SERVICES MAY BE INTERRUPTED AND INFORMATION, SERVICES AND MATERIALS MAY NOT BE ERROR-FREE. NONE OF POTLATCHDELTIC, ITS SUPPLIERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR THE INFORMATION, SERVICES, AND MATERIALS CONTAINED THEREIN ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, SERVICES, AND MATERIALS PROVIDED ON OR THROUGH THE SERVICES; THEY ALSO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE THE SERVICES FOR ANY REASON. POTLATCHDELTIC AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL

MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH, OR WORK WITH ANY OF POTLATCHDELTIC, ITS LICENSEES, OR ANY THIRD-PARTY SOFTWARE, SYSTEM, OR OTHER PRODUCTS OR SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, POTLATCHDELTIC SHALL NOT BE LIABLE TO YOU IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION, ALLEGING ANY LOSS, INJURY, OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT HEREUNDER OR FROM ANY ACT OR OMISSION BY POTLATCHDELTIC OR ANY OTHER PARTY RELATED TO THIS AGREEMENT, INCLUDING FROM THE USE OR POSSESSION OF THE SERVICES OR END USER DATA, OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS, OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION OR INTERRUPTION OF BUSINESS) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES, ANY DEFECT IN THE SERVICES, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING A BREACH HEREOF, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF POTLATCHDELTIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, POTLATCHDELTIC'S TOTAL AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THE SERVICES, SHALL NOT EXCEED \$1.00.

YOU SHALL NOT BE LIABLE TO POTLATCHDELTIC FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS, OR SAVINGS, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXCEPT DUE TO YOUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ILLEGAL ACTS.

SOME STATES (INCLUDING NEW JERSEY), TERRITORIES, AND COUNTRIES DO NOT ALLOW CERTAIN LIABILITY EXCLUSIONS OR DAMAGES LIMITATIONS; HOWEVER, IN THE EVENT ANY SUCH LIABILITY EXCLUSION AND/OR DAMAGES LIMITATION IS DECLARED INVALID OR UNENFORCEABLE, SUCH LIABILITY EXCLUSION AND/OR DAMAGES SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND WAIVE ALL CLAIMS AGAINST POTLATCHDELTIC AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, SHAREHOLDERS, AGENTS, LICENSORS, CO-BRANDERS, REPRESENTATIVES, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR CLAIMS, DAMAGES (INCLUDING ACTUAL AND/OR CONSEQUENTIAL), COSTS, AND EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS'

FEES) OF EVERY KIND AND NATURE, ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR YOUR USE OF THE SERVICES.

The materials and information contained on the Website or made available through the Services do not constitute an offer or a solicitation of an offer for the purchase or sale of any securities in PotlatchDeltic or any of its affiliates. Moreover, this Website (including pages, related sites and files accessible through this Website) contains, in addition to historical information, certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These statements are subject to the disclaimers set forth under the legend titled “FORWARD-LOOKING STATEMENT DISCLAIMER” on this page.

## **10. Indemnification**

You agree to the maximum extent permitted by applicable law to indemnify, defend, and hold harmless PotlatchDeltic and its suppliers and their respective affiliates, employees, officers, directors, managers, partners, members, shareholders, agents, servants, licensors, co-branders, representatives, employees and representatives of each from any third-party liability, loss, claim, suit, judgment, demand, cost, damage, and expense (including reasonable attorneys' fees and expenses) (each a “Claim”) related to (i) your violation or breach of this Agreement; (ii) your misuse of the Services, including any features, functionality, tools, content or promotions available through the Services; (iii) your posting of material to the Services; (iv) your misrepresentation, gross negligence or willful misconduct; and (v) your breach of federal, state, local, or other applicable laws or regulations.

PotlatchDeltic shall use good faith efforts to provide You with written notice of such Claim. PotlatchDeltic reserves the right, in PotlatchDeltic’s sole discretion, to assume the exclusive defense, control, and settlement of any Claim with legal counsel of PotlatchDeltic’s choice at Your expense, and, in such case, You agree to fully cooperate with PotlatchDeltic in the defense of any such Claim. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by PotlatchDeltic or bind PotlatchDeltic in any manner, without PotlatchDeltic’s prior written consent.

## **11. Dispute Resolution**

PLEASE READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM POTLATCHDELTIC. NO CLASS OR REPRESENTATIVE ACTIONS ARE ALLOWED, AND THIS SECTION PRECLUDES YOU FROM HAVING A JURY TRIAL.

**11.1 NO REPRESENTATIVE ACTIONS. YOU AND POTLATCHDELTIC AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES IS PERSONAL TO YOU AND POTLATCHDELTIC AND THAT ANY DISPUTE WILL BE RESOLVED SOLELY THROUGH INDIVIDUAL ACTION, AND WILL NOT BE BROUGHT AS A CLASS ACTION OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING.**



**11.2 NO JURY TRIAL. YOU AND POTLATCHDELTIC EACH WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES.**

11.3 ANY CLAIM THAT YOU WISH TO ASSERT AGAINST POTLATCHDELTIC OR ANOTHER POTLATCHDELTIC PARTY MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION UNDERLYING SUCH CLAIM FIRST AROSE, OTHERWISE, THE DISPUTE IS PERMANENTLY BARRED, WHICH MEANS THAT YOU WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM IF YOU FAIL TO NOTIFY POTLATCHDELTIC OF THE DISPUTE WITHIN SUCH TIME PERIOD.

11.4 IF ANY PORTION OF THIS SECTION 11 IS FOUND 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 11.

## **12. Applicable Law**

If you choose to access the Services from or use the Services outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. To the extent permissible by law, PotlatchDeltic accepts no responsibility or liability for any damage or loss caused by your accessing or use of the Services outside of the United States. You agree that the statutes and laws of the State of Washington without regard to any principles of conflicts of law, will apply to any and all matters relating to the use of the Services. Any dispute between PotlatchDeltic and you related to this Agreement shall be resolved exclusively in and by the state and federal courts of the State of Washington.

## **13. Modification and Termination of the PotlatchDeltic Services**

You may terminate your use of the Services at any time by not using the Services anymore. PotlatchDeltic reserves the right to suspend or terminate Services for any reason it deems appropriate at any time, including, but not limited to, a belief that your conduct or your use of the Services violates any of the terms of this Agreement or applicable laws or is harmful to the interests of PotlatchDeltic, its clients or any other users, your abusive, harassing, threatening or otherwise inappropriate behavior, or illegal or inappropriate conduct, such as falsifying information to receive Services. PotlatchDeltic also may place limits on, modify, suspend, or terminate the Services generally, as it deems appropriate or in response to a legal or regulatory change, and may modify, suspend or terminate your use of the Services if you fail to comply with this Agreement. This suspension or termination may delete your information, files, and other previously available content except where prohibited by law. If PotlatchDeltic terminates the Services or your use of the PotlatchDeltic Services, these terms and conditions shall continue to be effective, including Sections 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, and 15, to the extent not otherwise prohibited by law.

## **14. Your Responsibilities**

You are responsible for adhering to the following principles when using the Services:

- **Respect:** You are expected to demonstrate respectful behavior toward PotlatchDeltic team members at all times, and you agree not to transmit any harassing, indecent, obscene, fraudulent, or unlawful material through the Services. You also agree not to harvest, collect or gather data of other users.
- **Safety and Security:** You are responsible for following safety instructions given to you by PotlatchDeltic regarding PotlatchDeltic's programs and services. You also agree to not remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services, features that prevent or restrict use or copying of any contents accessible through the Services or features that enforce limitations on use of the Services.
- **Intellectual Property:** You agree not to modify, prepare derivative works of, decompile or reverse engineer the Services (except as, and only to the extent any foregoing restriction is prohibited by applicable law or regulation). You also agree not to market, sell, or resell any part of the Services to any third party or otherwise commercially use the Services.

## 15. General Legal Terms

If you have not signed a separate written agreement with PotlatchDeltic related to the Services, this Agreement, along with the related Privacy Policy and any other terms, conditions, policies or agreements incorporated herein by reference, is the entire agreement between you and PotlatchDeltic related to the Services, replacing any prior agreements. If there is any conflict between this Agreement and a signed written agreement between you and PotlatchDeltic related to the Services, this Agreement will control. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement remain in full force, provided that the essential terms and conditions of this Agreement remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by the Agreement are materially preserved. You may not assign, transfer, or delegate any of your rights or obligations under these terms and conditions, without Our prior written consent. PotlatchDeltic may assign, transfer, or delegate Our rights and obligations under these terms and conditions, in whole or in part, in Our sole discretion. The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations. Nothing in this Agreement creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

**16. Contact Information.** PotlatchDeltic is headquartered in the State of Washington in the United States of America.

PotlatchDeltic Corporation

601 W. First Avenue, Suite 1600  
Spokane, WA 99201  
Attn: Support Desk  
Email: [support@potlinchdeltic.com](mailto:support@potlinchdeltic.com)

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