

Website Terms of Use

Last Updated: October 6, 2020

1. Acceptance of Terms

Welcome to Dutch Blitz (“**Dutch Blitz**,” “**we**” or “**us**”) and our Website Terms of Use (these “**Terms**”). These Terms are important and affect your legal rights, so please read them carefully. Note that Section 16 of these Terms contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

By accessing or using the website located at www.dutchblitz.com (the “**Site**”), you agree to be bound by these Terms and all of the terms incorporated herein by reference.

By accepting these Terms, you represent that you are 16 years of age or older and that, if you have accepted these Terms on behalf of any person or entity, you represent that you have legal authority to do so and that such person or entity agrees to be responsible to us if you or such person or entity violates these Terms.

If you do not agree to every provision of these Terms, you may not, and we do not authorize you to, access or use the Site or any features provided on the Site.

By accessing or using the Site, you represent and warrant that you have not been previously suspended or removed from the Site, or engaged in any activity that could result in suspension or removal from the Site.

These Terms may be revised at any time for any reason, and Dutch Blitz may provide you notice of these changes by any reasonable means, including by providing notice through the Site. You can determine when we last updated the Site by referring to the “Last Updated” legend at the top of these Terms. Except to the extent that your express consent to any revised Terms is required under data protection law, by continuing to access, browse or use the Site, you confirm your acceptance of the revised Terms and all the terms incorporated herein by reference. We strongly recommend that you periodically visit this page of the Site to review these Terms. If you do not agree to the revised Terms, you may not access or use the Site.

2. Registration and Personal Data

In order to stay up to date with Dutch Blitz, you are invited to submit your email address to register for our mail list and receive periodic communications that may be of interest to you. Each registration is for a single user only.

By registering for our mail list, you consent to receive electronic communications from Dutch Blitz via email. These communications may include notices about your account (e.g., product updates and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time **by following the unsubscribe instructions provided therein**.

3. Product Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third party payment processor) to charge your payment method for the total amount of your subscription or other purchase (including any applicable taxes and other charges) (collectively, as applicable, an “**Order**”). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your Order.

You acknowledge that the amount billed may vary due to promotional offers or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount. Please note that our third party payment processors, including CafePress.com for Dutch Blitz apparel and other promotional products and PayPal for the game itself, may have terms and conditions and privacy policies that supersede these terms in connection with any product purchases.

4. Pricing and Availability

All prices are shown in U.S. dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide notice of such changes prior to your next payment being due in accordance with these Terms. We will not, however, be able to notify you of changes in any applicable taxes. Your use of the Subscription after our delivery of such notice will confirm your acceptance of such changes, unless you cancel your Subscription(s) in accordance with the cancellation policies set forth herein, as applicable. All of our services are subject to availability, and we reserve the right to reject all or part of an Order, to discontinue offering certain services without prior notice.

5. Taxes

We will collect applicable sales tax on services for which we determine we have a duty to collect sales tax. If an item is subject to sales tax, you agree that the amount of taxes shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. License to Access and use the Site and Content

Unless otherwise indicated in writing by us, the Site and all content and other materials contained therein, including, without limitation, the Dutch Blitz logo and all designs, text, graphics, pictures, information, data, software, User Content (as defined in Section 6), other files and the selection and arrangement thereof (collectively, “**Content**”) are the property of Dutch Blitz or our licensors or users, as applicable, and are protected by U.S. and international copyright and other laws.

Subject to these Terms, you are hereby granted a personal, non-exclusive, non-transferable, non-sublicensable license to access and make personal, non-commercial use of the Site and Content. All rights not expressly granted herein are reserved. You do not acquire any ownership interest in the Site or Content under these Terms, or any other rights thereto other than to use the Site in accordance with the license granted, and subject to all terms, conditions and restrictions of these Terms.

However, such license is subject to these Terms and does not include any right to, and you shall not, directly or indirectly: (a) sell, resell or use commercially the Site or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Site or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Site or Content, except as expressly permitted by us, (f) use the Site to stalk, threaten, or otherwise violate the rights of others, including without limitation others’ privacy rights or rights of publicity; (g) interfere with the Site or servers or networks used in connection with the Site; or (h) use the Site or Content other than for their intended purposes.

Any use of the Site or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Dutch Blitz or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.

You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices

incorporated in or accompanying the Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Content.

7. Trademarks

The Dutch Blitz logo, and any other Dutch Blitz product or service names, trademarks, logos, or other indicia (“**Marks**”) that may appear on the Site are the property of Dutch Blitz or its subsidiaries, affiliates or third parties, and may not be copied, imitated or used, in whole or in part, without our prior written permission. Nothing contained in the Site shall be construed as granting, by implication or otherwise, any license or right to use any such Mark without the prior written permission of Dutch Blitz or such third party that may own such Mark. Your misuse of any such Mark, or any other Content, is strictly prohibited.

8. Legal Requirements; Privacy Policy

Dutch Blitz is committed to processing and protecting the personal data collected through the Site when you use the Site in compliance with its obligations under applicable privacy laws, laws governing the privacy of your personal data, including, if applicable to you, the European Union General Data Protection Regulation. Dutch Blitz’s policy is to retain personal data necessary to provide our services, except that we may retain your personal data for longer periods where reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce these Terms, or fulfill your request to “unsubscribe” from further messages from us. This policy applies to personal data that you or others provided to us and personal data generated or inferred from your use of our services. When Dutch Blitz is the data controller, we will decide how your personal data is processed and for what purposes. For additional information about your rights and your personal data, what data is collected, how it is processed, protected, shared, and how long it is retained, please see the Dutch Blitz’s Privacy Policy located at https://www.dutchblitz.com/wp-content/uploads/DutchBlitz_Website_Legal_Notices_2020.pdf.

Where Dutch Blitz has a good faith belief that such action is necessary to comply with a judicial proceeding, court order, warrant, administrative order, civil investigative demand, subpoena, or other valid process, Dutch Blitz may disclose IP addresses, personal information, and any contents of the Site where it is legally compelled to do so.

We implement a number of security features to help guarantee and ensure to the greatest extent possible that your information is safe. We use industry standard technologies when transferring and receiving user data exchanged between Dutch Blitz and third parties to ensure its security. User data may be stored on servers maintained by our third party partners and subject to their security safeguards which are periodically audited, with certifications from accreditation bodies across geographies and verticals. All financial transactions are made securely. Please see Dutch Blitz’s Privacy Policy located at https://www.dutchblitz.com/wp-content/uploads/DutchBlitz_Website_Legal_Notices_2020.pdf for additional information relating to the privacy and security of information collected hereunder.

9. User Content

You are solely responsible and liable for all data, information and other materials (“**User Content**”) that you submit, upload, post, e-mail or otherwise transmit (“**Transmit**”) in connection with the Site. In addition, we have no control over, and shall have no liability for, any damages resulting from the use (including without limitation republication) or misuse by any third party of information made public through the Site. IF YOU CHOOSE TO SUBMIT TO US, OR OTHERWISE MAKE ANY USER CONTENT PUBLICLY AVAILABLE, YOU DO SO AT YOUR OWN RISK AND WE SHALL HAVE NO LIABILITY THEREFOR.

You agree that you will not, and will not permit anyone else to, directly or indirectly:

- Transmit any User Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another’s privacy or racially, ethnically or otherwise objectionable;
- Transmit any User Content: (i) that you do not have the right to Transmit, under any law or contractual or fiduciary relationships, including, without limitation, any inside information or proprietary or confidential

information; (ii) that infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret or right of privacy of any third-party; (iii) that constitutes unsolicited or unauthorized advertising or promotional materials, “spam,” “chain letters,” or pyramid schemes; or (iv) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data;

- Forge headers or otherwise manipulate identifiers in order to disguise any User Content Transmitted through the Site.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense.

10. Rights in User Content

We do not claim any ownership interest in your User Content.

However, by uploading, posting or submitting User Content to the Site or to our pages or feeds on third party social media platforms (e.g., Dutch Blitz’s Facebook page, LinkedIn page or Twitter feed), you hereby grant Dutch Blitz a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display your User Content, in whole or in part, in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes, however, Dutch Blitz will only share personal information that you provide in accordance with our Privacy Policy at https://www.dutchblitz.com/wp-content/uploads/DutchBlitz_PrivacyPolicy_6-19-19.pdf.

You acknowledge and agree that Company may disclose or use any User Content that you Transmit for purposes that include, but are not limited to: (a) enforcing these Terms; (b) complying with any laws, regulations or rules of any federal, state or local government or agency; (c) responding to claims that any User Content violates the rights of third parties; or (d) protecting the rights or property of Dutch Blitz, its customers or the public.

11. Feedback

Separate and apart from User Content, you can submit questions, comments, suggestions, ideas, original or creative materials or other information about Dutch Blitz, the Site or the services (collectively, “**Feedback**”). Feedback is non-confidential, and to the maximum extent permitted under applicable law, Dutch Blitz shall have the non-exclusive right to use, in any manner and for any purpose, all such Feedback, without limitation, all intellectual property rights in and to such Feedback, and Dutch Blitz shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

12. Linked Sites

We have not reviewed all of the websites linked to the Site and are not responsible for the content of any third-party pages, any other websites linked to the Site, or any products or services offered by third parties linked to the Site. Nothing in the Site, including, without limitation, any links to other websites, should be construed as an endorsement of any products, services or information of any other persons or companies by Dutch Blitz. Your choice to access a link to any other website is at your own risk, and you agree to comply with all terms and conditions relating to such websites. Dutch Blitz reserves the right not to link, or to remove the link, to a particular website at any time. Any links to third party websites are provided as a convenience to you and are neither owned nor operated by Dutch Blitz. We have no control over these linked websites and make no representations or warranties with respect to these linked websites or third party products or services. Your viewing and use of any third-party websites is at your sole discretion and risk.

13. Indemnification

You shall indemnify, hold harmless, and, at Dutch Blitz's option, defend Dutch Blitz from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Dutch Blitz resulting from any third-party claim, suit, action or proceeding relating to or arising from your use of the Site, any User Content that you Transmit to or through the Site, any Feedback you provide, any violation of these Terms by you, or any other act or omission by you, including your violation of any rights of another, arising from your use of the Site or any of its features. You further agree that Dutch Blitz shall have control of the defense or settlement of any third party claims, unless Dutch Blitz exercises its option to require you to defend Dutch Blitz. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Dutch Blitz.

14. Disclaimers

THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DUTCH BLITZ DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SITE; (B) THE CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE SITE. IN ADDITION, DUTCH BLITZ HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT ANY RESULTS WILL BE ACHIEVED, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

DUTCH BLITZ DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. DUTCH BLITZ DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SITE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. DUTCH BLITZ DOES NOT WARRANT THAT YOUR USE OF THE SITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND DUTCH BLITZ SPECIFICALLY DISCLAIMS SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS.

BY ACCESSING OR USING THE SITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITE.

15. Limitation of Liability; Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DUTCH BLITZ BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF THE SITE (INCLUDING, BUT NOT LIMITED TO, USER CONTENT, AND LINKS TO THIRD PARTY SITES), OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT OR SERVICE, OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM DUTCH BLITZ, OR FROM EVENTS BEYOND DUTCH BLITZ'S REASONABLE CONTROL, SUCH AS SITE INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO DUTCH BLITZ RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF DUTCH BLITZ ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE EXCEED THE AMOUNT PAID TO DUTCH BLITZ FOR ANY PRODUCTS OR SERVICES IN THE NINETY (90) DAYS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE DUTCH BLITZ'S SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

16. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH DUTCH BLITZ AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

YOU AND DUTCH BLITZ AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, OR THE SERVICES SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING CONSUMER DISPUTES. Arbitration uses a single, neutral arbitrator to decide a dispute (instead of a judge or jury); arbitration allows for more limited discovery than in a court case; and the arbitration process and result is subject to very limited review by courts. In an arbitration you have the right, at your expense, to be represented by an attorney of your choosing. Arbitrators can award the same damages and relief under these Terms that a court can award under these Terms. You and Dutch Blitz agree that any in-person arbitral hearing would occur in the United States in the same county and state as your billing address. Dutch Blitz further agrees that your filing fee for an arbitration will be capped at the amount set by the American Arbitration Association. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Dutch Blitz are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and the termination of your use of the services. REGARDLESS OF THE FORUM, YOU AND DUTCH BLITZ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Dutch Blitz agree otherwise, the arbitrator may not join or consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

17. Modifications to the Site

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Site (or any features or parts thereof) at any time.

18. Special Admonitions for International Use

This Site is hosted in the United States of America. If you are located outside of the United States of America and you contact us, please be advised that any information you provide to us will be transferred to the United States of America and that by submitting information, you explicitly authorize such transfer.

19. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Site at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

20. Governing Law and Jurisdiction

Dutch Blitz operates the Site from Flourtown, Pennsylvania, U.S.A. These Terms and the transactions they contemplate, including without limitation their interpretation, construction, performance and enforcement shall be governed by the laws of the State of Pennsylvania, U.S.A., including its statutes of limitations, but without reference to conflict or choice of law provisions, as applicable to contracts made and performed entirely within such State. The International Convention on the Sale of Goods, and other international treaties that are not mandatory with respect to contracts made and performed entirely in Pennsylvania, shall not apply. Except as otherwise provided in Section 18, the exclusive forum for the resolution of any dispute relating to these Terms shall be in the state courts within 100 miles of Philadelphia, U.S.A., or the United States District Court for the Eastern District of Pennsylvania and each of the parties agrees to personal jurisdiction of such courts with regard to any dispute relating to these Terms, and you agree to service of process on you by e-mail to the address you have submitted on the Site, if any, and by any other means permitted by law.

21. Notice

All notices, demands, or consents given by you under these Terms will be in writing and will be deemed given when delivered to Dutch Blitz at the following contact: info@dutchblitz.com. Any notices to you may be made via either e-mail or postal mail to the address in Dutch Blitz's records or via posting on the Site. Please report any violations of these Terms to Dutch Blitz at the contact listed above.

22. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

23. Procedure for Making Claims of Intellectual Property Infringement

We expect users of the Site to respect the intellectual property rights of others. If you believe in good faith that any of the content on the Site infringes your copyright, please provide our copyright agent the written information specified below.

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number and email address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- (f) A statement by you, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner, or are authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

Dutch Blitz's copyright agent for notice of claims of copyright infringement can be reached as follows:

Dutch Blitz
Attn: Copyright Agent
P.O. Box 100
Flourtown, Pennsylvania 19031

Phone: (215) 836-7200

Email: info@dutchblitz.com

Please also use the above address for any complaints relating to other intellectual property violations, such as alleged violations of trademark and publicity rights.

24. Miscellaneous

These Terms constitute the entire agreement between you and Dutch Blitz relating to your access to and use of the Site. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Dutch Blitz. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Dutch Blitz's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.