

DCDC
Terms of Use

Last updated on September 1, 2023

This Terms of Use (this “Agreement”) constitutes a legally binding contract between Digital Cinema Distribution Coalition, LLC, a Delaware limited liability company with an address of 11726 San Vicente Boulevard, Suite 660, Los Angeles, CA 90049 (“DCDC,” “we,” “us,” or “our”) and you with respect to your use of our websites and online services, including without limitation our website accessible at www.dcdcdistribution.com, including our online payment form accessible at www.dcdcdistribution.com/online-payments (the “Online Payment Form”) and our customer portal accessible at www.dcdcnetwork.com (all of the foregoing, collectively, the “Service”).

In order to access portions of the Service, you may first be required to register an account with us (“Account”). BY ACCESSING OR USING THE SERVICE, OR BY INDICATING YOUR ASSENT TO THIS AGREEMENT BY REGISTERING YOUR ACCOUNT, CLICKING “I ACCEPT” OR “SUBMIT PAYMENT”, OR ANY SIMILAR MECHANISM, YOU CONSENT TO AND AGREE TO BE BOUND BY AND TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT (A) ACCESS OR USE THE SERVICE, (B) REGISTER AN ACCOUNT WITH DCDC, OR (C) CLICK “I ACCEPT” OR “SUBMIT PAYMENT”.

If you access or use the Service or register an Account on behalf of a company or other entity, you represent that you have authority to bind such entity and its affiliates to this Agreement and that it is fully binding on them. In such case, the term “you,” as used in this Agreement, will refer to such entity and its affiliates. If you do not have authority, you may not access or use the Service. Be advised that this Agreement contains disclaimers of warranties and limitations on liability that may be applicable to you.

Notice Regarding Dispute Resolution: This Agreement contains provisions that govern how claims you and DCDC have against each other are resolved (see Section 10 (Limitation of Liability), Section 14 (Dispute Resolution), and Section 15 (Choice of Law and Forum) below). It also contains an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt-out of the agreement to arbitrate in accordance with Section 14(D). Unless you opt-out: (A) you will only be permitted to pursue claims against DCDC on an individual basis, not as part of any class or representative action or proceeding and (B) you will only be permitted to seek relief (including without limitation monetary, injunctive, and declaratory relief) on an individual basis.

1. Changes to this Agreement

We reserve the right to, at any time, with or without cause:

- change the terms and conditions of this Agreement;
- change the Service, including without limitation eliminating or discontinuing any service or other feature of the Service; and
- deny or terminate your use of and/or access to the Service.

You must accept such changes in order to continue to use and access the Service, and your access to or use of the Service after any such changes constitutes your agreement to such changes.

2. Use of the Service

A. Before using the Service, you may need to register with DCDC and create an Account. We reserve the right to decline to provide the Service to any person for any or no reason. If and when you register with or otherwise provide information to DCDC, you agree to: (a) provide accurate, current, and complete information as prompted (including without limitation your contact and payment information) and (b) maintain and update your information to keep it accurate, current, and complete. By providing DCDC with any of your information (including your email address or other contact information or your payment information), you consent to our use of this information to send you Service-related notices and other administrative notices, including without limitation any notices required by law.

B. You are solely responsible for the activity that occurs on your Account. You must keep your Account credentials (including username and password) secure at all times. You may not share your Account with any third parties without DCDC's prior written consent. You must notify DCDC immediately of any breach or suspected breach of security or unauthorized use of your Account. DCDC will not be liable for any losses caused by any unauthorized use of your Account.

C. Payments.

- *Authorizations.* If you are a DCDC customer, you may use the Online Payment Form solely to authorize the payment of fees payable by you to DCDC under a separate agreement between you and DCDC ("Fees") as set forth in invoices submitted to you by DCDC (each, an "Invoice"). Payments that you authorize will be made from the credit or debit card account maintained at a bank or financial institution that you designate in the Online Payment Form (the "Payment Account"). By clicking "SUBMIT PAYMENT" at the bottom of the Online Payment Form, you authorize DCDC and its designees to charge the Payment Account to pay DCDC the Fees set forth in the Invoice you reference in the Online Payment Form.
- *Your Responsibilities.* It is your responsibility to: (a) establish and maintain the Payment Account and to pay any and all fees associated with the Payment Account; (b) comply with all Additional Terms (as defined below); and (c) make timely payment authorizations to ensure all Fees are received by DCDC by the date on which they are due. You should submit all payment authorizations to DCDC at least three (3) business days before the due date for each Invoice. A "business day" means any day other than Saturday, Sunday, a federal holiday, or any other day on which banks in the United States are not generally open for business. You shall bear the risk of, and shall be responsible and liable for, any and all (i) interest, charges and penalties assessed on all payments received after their applicable due date and (ii) legal, regulatory, and banking penalties and fees assessed on your use of the Online Payment Form, including any of the foregoing assessed in connection with your submission of any false, misleading, or fraudulent information using the Online Payment Form.
- *Our Responsibilities.* Notwithstanding anything to the contrary, DCDC will have no obligation to process (and, without limiting anything in Section 10 below, DCDC will not be responsible or liable for any damage or loss arising from any failure to process) any payment authorization, including in the event that: (a) such payment authorization is (as determined by DCDC) incomplete, inaccurate, fraudulent, or misleading or is not actually received by DCDC for any reason, including without limitation user error, equipment, software, or other malfunction, or any event or

circumstance beyond DCDC's reasonable control (including without limitation Internet or other service interruption or interference by a third party); (b) the Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit applicable to the Payment Account; or (c) the bank or financial institution maintaining the Payment Account refuses or is unable to honor a payment request from DCDC for any reason. There may be limits or restrictions on the number or frequency of payments that may be made from your Payment Account under applicable law or under the terms of your agreement with the bank or financial institution maintaining the Payment Account. DCDC has no obligation or duty to inform you of any such limit or restriction.

D. You represent and warrant to DCDC that you are at least 18 years of age and that you otherwise have the full right, power, capacity and authority to enter into and comply with this Agreement (and to make and authorize all payments using the Payment Account) without the consent or approval of any third party.

3. Rules Governing Your Use of the Service

You may not use the Service, or assist or encourage any other party, to engage in any activity that DCDC deems objectionable, including without limitation of the following prohibited activities:

- Copying, framing or mirroring any part of the Service;
- Accessing the Service for purposes of monitoring its availability, performance or functionality;
- Permitting any third party to access the Service;
- Using, copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of the software underlying the Service or any part thereof, except to the extent expressly permitted or required by law provided that you first give prior written notice to DCDC;
- Publishing, transmitting, distributing or storing content, material, information or data that: (a) is illegal, obscene, defamatory, threatening, harassing, abusive, or hateful or that advocates violence; (b) is harmful to or interferes with the Service or any third party's networks, equipment, applications, services or websites (e.g., viruses, worms, Trojan horses, etc.); (c) infringes, dilutes, misappropriates or otherwise violates any privacy, intellectual property, publicity or other personal rights, including without limitation copyrights, patents, trademarks, trade secrets or other proprietary information (including without limitation unauthorized use of domain names); or (d) is fraudulent or contains false, deceptive or misleading statements, claims or representations (such as "phishing");
- Attempting to disrupt, degrade, impair or violate the integrity or security of the Service or the computers, services, Accounts or networks of any other party (including without limitation "hacking," "denial of service" attacks, etc.), including without limitation any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of DCDC internet protocol space;
- Distributing or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
- Using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to DCDC than a human can reasonably produce in the same period of time by using a conventional web browser;
- Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;

- Collecting or harvesting any personally identifiable information, including without limitation Account names and information about users of the Service, from the Service;
- Using the Service for any commercial solicitation purposes;
- Accessing any content on the Service through any technology or means other than those provided or authorized by the Service;
- Submitting to the Service or to DCDC any personally identifiable information or any other information that may be protected from disclosure by applicable law, except as necessary for the establishment and operation of your Account or as specifically requested by DCDC in the Online Payment Form;
- Bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein;
- Violating any applicable law, statute, ordinance or regulation, or encouraging any conduct that could constitute a criminal offense or give rise to civil liability;
- Removing any copyright, trademark or other proprietary rights notices contained in or on the Service; and/or
- Executing any form of network monitoring or running a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Service's servers or any data not intended for you.

Improper use of the Service may result in civil or criminal liabilities.

4. Intellectual Property

A. Your Rights. Subject to the terms and conditions of this Agreement (including without limitation any restrictions on any applicable authorization or order form), you are hereby granted a non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service solely for your own internal use. DCDC reserves all rights not expressly granted herein in the Service. Except as expressly set forth herein, no rights or licenses are granted to you under this Agreement, whether by implication, estoppel or otherwise.

B. DCDC Rights

- *User Content*. You expressly grant, and you represent and warrant that you have all rights necessary to grant, to DCDC a royalty-free, fully paid-up, sublicensable (through multiple tiers of sublicensees), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, distribute, modify, reproduce, publically display, publically perform and create derivative works of any information, data, materials, or content you provide to DCDC ("User Content") for the purposes of (a) providing the Service, or (b) developing, maintaining, supporting or improving the Service. You agree that DCDC may store User Content in order to provide the Service. DCDC aggregates User Content with other data and also collects technical information and data about your use of the Service. You expressly agree that DCDC may use any aggregated and anonymized data for any purpose during or after the term of this Agreement, including without limitation to develop and improve the Service or otherwise develop and improve DCDC services and products.
- *Feedback and Improvements*. You may choose to, or we may invite you to, submit comments, suggestions, feedback or ideas about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction. We are free to use the Feedback

without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. We will be free to use, disclose, reproduce, license, distribute, modify, perform, display and exploit the Feedback you provide, without any restriction of any kind on account of intellectual property rights or otherwise. You further acknowledge that, by acceptance of your submission, DCDC does not waive any rights to use similar or related ideas previously known to DCDC, hereafter developed by DCDC, or hereafter obtained from sources other than you.

C. **Proprietary Rights.** The Service is owned and operated by DCDC, and the Service (and any intellectual property and other rights relating thereto) is and will remain the property of DCDC. The Service is protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. The Service may be used solely (a) to the extent permitted in this Agreement or (b) as expressly authorized in writing by authorized representatives of DCDC. Use of the Service for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Service. The trademarks, logos and service marks displayed on the Service (collectively, the “DCDC Trademarks”) are the registered and unregistered trademarks of DCDC and/or others. Nothing contained in this Agreement or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any DCDC Trademark(s) without the express written permission of DCDC or the third-party owner of any such DCDC Trademark. Subject to the rights granted to DCDC in this Agreement, as between you and DCDC, you retain ownership of all right, title and interest in and to your User Content.

5. Third-Party Links

The Service may contain, display, include, provide or make available third-party content (including data, information, applications and other software, products, services and/or materials) or link to one or more third-party websites or services, including without limitation payment-processing software and services provided by Stripe, Inc. (“Stripe” and all such third-party content, websites and services, collectively, “Third-Party Materials”). Third-Party Materials are provided solely as a convenience and do not imply any affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring of such Third-Party Materials. You acknowledge and agree that we do not control and are not responsible for any Third-Party Material, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. References to the “Service” and the “Online Payment Form” do not include (and the license granted to you under Section 4.A. above does not include any right to access or use any) Third-Party Material. Third-Party Materials may be subject to additional terms and conditions from their respective owner, licensor, provider or operator, including Stripe’s Privacy Policy available at www.link.com/privacy, Stripe’s Consumer Terms of Service available at www.stripe.com/legal/consumer, and all other privacy policies and terms of use established by any linked website (collectively, “Additional Terms”). You (and not DCDC) will be solely responsible for obtaining all rights and licenses required to access and use any and all Third-Party Materials. You access and use all Third-Party Materials entirely at your own risk and subject to such Additional Terms, and we disclaim all (and do not and will not have any) liability or responsibility for, arising from or relating to any Third-Party Material.

6. Competency

You hereby affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement and to abide by and comply with this Agreement.

7. Privacy Policy

Your use of the Service shall be subject to DCDC's Privacy Policy (the "Privacy Policy"). You expressly consent to the practices described in the Privacy Policy. DCDC reserves the right to modify the Privacy Policy in its discretion from time to time. Access to or use of the Service after any such changes shall constitute your agreement to such changes.

8. Term & Termination

This Agreement is effective from the date on which you first access the Service, create an Account, submit any payment to DCDC via the Online Payment Form, or submit any User Content to DCDC, whichever is earlier, and shall remain effective until terminated in accordance with its terms. DCDC may immediately terminate this Agreement, and/or your access to and/or use of the Service, or any portion thereof, at any time and for any reason, with or without cause, without prior notice. DCDC may also terminate this Agreement immediately if you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement by either party, your right to access and use the Service shall immediately cease, and you shall cease all access to and use of the Service. Upon termination or expiration of this Agreement for any reason, Sections 1, 2 (excluding any obligation or liability of DCDC), 3, 4(B), 4(C), and 5-16 shall survive, except that you shall no longer have any right to access or use the Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, or any part or portion thereof. Nothing in this Agreement shall be construed to obligate DCDC to maintain and support the Service, or any part or portion thereof, during the term of this Agreement.

9. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE SERVICE IS CURRENT AND/OR UP-TO-DATE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

THERE IS NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT THE SERVICE, OR YOUR USE OF THE SERVICE, WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, CURRENT, RELIABLE, ERROR-FREE, SECURE, OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT THE SERVICE, OR ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THE SERVICE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SERVICE AND YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE, AND YOUR RELIANCE THEREON.

10. Limitation of Liability

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER DCDC NOR ANY OF ITS AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER

REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SERVICE OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. DCDC'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

11. Indemnification

You (and also any third party for whom you operate an Account on the Service) agree to fully indemnify, defend (at DCDC's request), and hold harmless DCDC, our agents, successors, and assigns, and our and their directors, officers, employees, consultants and other representatives (collectively, the "DCDC Parties") from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from: (a) your actual or alleged breach of this Agreement; (b) any allegation that any User Content or other materials you submit to us or transmit to the Service infringe, misappropriate, or otherwise violate the copyright, patent, trademark, trade secret or other intellectual property or other right of any third party; (c) your activities in connection with the Service or other websites to which the Service is linked; (d) your negligence or willful misconduct; (e) your use of the results, content, data, or information provided via the Service; (f) any service or product offered by you in connection with or related to your use of the Service; and/or (g) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities.

12. Jurisdictional Issues

DCDC makes no representation that the Service operates (or is legally permitted to operate) in all geographic areas or that the Service is appropriate or available for use in other locations. Accessing the Service from territories where the Service or any content or functionality of the Service or portion thereof is illegal is expressly prohibited. If you choose to access the Service, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws. The Service is operated from the United States. If you are located outside of the United States and choose to use the Service or provide your User Content to us, your User Content will be transferred, processed, and stored in the United States. U.S. privacy laws may not be as protective as those in your jurisdiction. Your agreement to the terms of this Agreement or your submission of your User Content in connection with the Service represents your agreement to this practice. If you do not want your User Content transferred to or processed or stored in the United States, you should not use the Service.

13. Notice for California Users

Under California Civil Code Section 1789.3, California Service users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

14. Dispute Resolution

A. Arbitration. The parties shall use their best efforts to settle any dispute, claim, question or disagreement directly through good-faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Except for disputes relating to DCDC's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents) or if you opt out of this agreement to arbitrate, all claims arising out of or relating to this Agreement and your use of the Service shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its commercial arbitration rules and of its supplementary procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with this Agreement. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if DCDC is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act.

The parties understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

B. Class-Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class-action waiver set forth in this section is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

C. Thirty-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: 11726 San Vicente Boulevard, Suite 660, Los Angeles, CA 90049, Attention: Chief Executive Officer. The notice must be sent within 30 days of your first access to or use the Service; otherwise, you shall be bound to arbitrate disputes in accordance with this Agreement. If you opt out of these arbitration provisions, DCDC also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, DCDC may terminate your access to and use of the Service.

D. Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with DCDC and this Agreement must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

15. Choice of Law and Forum

This Agreement and your relationship with DCDC Parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. Subject to Section 14, the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Los Angeles County, California and you consent to the exclusive jurisdiction of and venue in the federal or state courts located in Los Angeles County, California.

16. Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. This is the entire agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to such subject matter. Except as otherwise provided in Section 1, this Agreement may not be changed, waived or modified except by a written instrument signed by DCDC. If any employee of DCDC offers to modify this Agreement, he or she is not acting as an agent for DCDC or speaking on DCDC's behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of DCDC or anyone else purporting to act on DCDC's behalf. This Agreement is between you and DCDC; there are no third-party beneficiaries. You are responsible for compliance with all applicable laws and regulations, including without limitation United States export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States or are a foreign person or entity blocked or denied by the United States government. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither this Agreement nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with DCDC's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. DCDC may assign, transfer or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Except as explicitly stated otherwise, legal notices shall be served on DCDC at 11726 San Vicente Boulevard, Suite 660, Los Angeles, CA 90049, Attention: Chief Executive Officer (in the case of DCDC) or to the e-mail address you have designated on your Account (in your case). Notice to you shall be deemed given 24 hours after the e-mail is sent. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.