

Site Usage Agreement

Dunlop Tires North America, Inc. (“DTNA”) provides this interactive website located at <https://www.bikedunlop.com/>(the “Site”) to enable DTNA’s dealers, associates, and consumers to access information about products and services offered by DTNA or one of its affiliated companies. This page states the Site Usage Agreement (the “Agreement”) under which you may use this Site. Unless otherwise specified in this Agreement, each and all of the terms of this Agreement apply to you whether you are a “Visitor” (meaning you simply browse this Site) or a “Subscriber” (meaning you have obtained an account on this Site with the permission of DTNA). Please read this Agreement carefully. The Site, its content, and any products or services offered through the Site are the “Services.”

1. Binding Agreement

This Agreement is a legally binding agreement. By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Services in any way, you have agreed to each and all of the terms and conditions set forth below, and waive any right to claim ambiguity or error in this Agreement. If you do not agree to each and all of these terms and conditions please do not use the Services and leave the Site immediately.

We reserve the right, at our sole and absolute discretion, to change, modify, add, or remove portions of these terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately; therefore, please check these terms periodically for changes. Your continued use of the Site following the posting of changes to this Agreement will mean you accept those changes.

2. Eligibility

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to minors. If you do not qualify, you may not use the Site. DTNA may, in its sole discretion, refuse to offer any or all of the Services to any person or entity and/or change its eligibility criteria at any time without notice. You may not use the Services if DTNA has previously prohibited you from using, or closed your account on, the Site or any other service provided by DTNA.

3. Prohibited Activities

a. Prohibited Uses

DTNA imposes certain restrictions on your use of the Services (“Prohibited Uses”). Any Prohibited Use of the Site’s system or network security may subject you to civil and/or criminal liability. DTNA reserves the right investigate and take appropriate action against anyone who, in DTNA’s sole discretion, violates the following prohibitions, as well as to define and add activities to the list of Prohibited Uses, at its sole discretion. Prohibited Uses include but are not limited to the following:

1. Attempting to impersonate another user or person;
2. Creating or attempting to create liability for us or cause us to lose (in whole or in part) the services of our Internet service providers or other suppliers.
3. Engaging in any criminal or tortious activity in connection with your use of this Site.
4. Harvesting or scraping any content from the Site;
5. Recording, mining or processing information about other users;
6. Using any information obtained from the Site in order to harass, abuse, or harm another person;
7. Using any robot, spider, other automatic device, or manual process to monitor or copy the Site or the contents or information contained therein without our prior express written consent.
8. Interfering or attempting to interfere with any function of the Site, as well as violating or attempting to violate any security features of the Site, including, without limitation:
 1. Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;

2. Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by DTNA in providing this Site;
3. Attempting to probe, scan or test the vulnerability of this Site or any associated system or network, or to breach security or authentication measures without proper authorization;
4. Forging any TCP/IP packet header or any part of the header information in any e-mail to this Site;
5. Interfering with or attempting to interfere with service to any user, host, or network, including without limitation, by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”;
6. Submitting to this Site a virus, trojan horse, worm, time bomb, cancelbot or other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and
7. Using this Site to send unsolicited e-mail, including without limitation, promotions or advertisements for products or services.

b. Prohibited Content

Certain content shall not be submitted to DTNA through this Site (“Prohibited Content”). DTNA reserves the right to terminate the receipt or transmission of any Prohibited Content, and, if applicable, to delete, edit or disable any Prohibited Content DTNA receives. DTNA also reserves the right to investigate and take appropriate legal action against anyone who, in DTNA’s sole discretion, is deemed to have violated this Section, including without limitation, the right to report such violations to law enforcement authorities. Prohibited Content includes, but is not limited to, content that DTNA, in its sole discretion, believes:

- is patently offensive and promotes racism, bigotry, or hatred;
- is libelous, defamatory, obscene, or pornographic;
- advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate an applicable law or regulation;
- is used for advertising purposes or otherwise solicits funds, or solicits goods or services;
- solicits personal information from anyone under 18, or
- is likely to cause harm to DTNA’s web servers, office computers, or any other computer system;
- violates any third party’s rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- is intended to harasses or advocates harassment of another person;
- involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, instant messaging, or communications.

4. Subscriber Accounts

Sections of this Site may be dedicated for use only by Subscribers (the “Subscriber Portal”). DTNA grants to each Subscriber the ability to create an account name and password to be used for logging in to the Subscriber Portal.

c. Protecting Your Password

Each Subscriber may only have one account with us. We will treat anyone who uses your password as “you.” We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of a person using your password. You agree to maintain your user ID and password in confidence, and to refrain from disclosing this information to anyone who might “pretend” to be you with respect to the Services and your participation on our Site. You must notify us immediately if you suspect that someone is using your password in this manner.

d. Registration Information

If you register as a Subscriber, you represent and warrant that the information you provide DTNA is accurate, truthful, and complete, and that you will keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. In registering to become a Subscriber, you shall not provide any false personal information or create any account for anyone other than yourself; create multiple accounts; or use a user ID that, in DTNA's sole discretion, is (i) the name of another person in a way that appear to impersonate that person, (ii) subject to any rights of a person other than you without appropriate authorization; or (iii) otherwise offensive, vulgar, or obscene or unlawful. DTNA reserves the right to refuse registration of, or cancel your account for any reason, including no reason.

e. Subscriber Disputes

You are solely responsible for your interactions with other users of the Services. DTNA reserves the right, but has no obligation, to monitor disputes between you and other users.

5. Dealer Accounts: Ordering Products or Services

The Site may also feature a section of the Subscriber Portal, called the "Dealer Portal", which is accessible only by Subscribers who are also DTNA's product distributors (each a "Dealer Subscriber", and collectively the "Dealer Subscribers"). In the Dealer Portal, DTNA may make its products or services available for order. As a Dealer Subscriber, your submission of an order to DTNA through the Dealer Portal constitutes an offer to purchase. Your offer to purchase shall not be considered as accepted by DTNA unless and until DTNA sends you written acknowledgment (such as an e-mail confirmation) of your order.

DTNA will use its best efforts to provide accurate information regarding the price, availability, and features of its products and services (the "Product Information"). However, the Product Information may contain omissions or inaccuracies. DTNA reserves the right to correct any errors in the Product Information, and to make any other changes to the Product Information, at any time without any prior notice to you. DTNA also reserves the right to discontinue the sale of any product listed in the Dealer Portal, at any time without any prior notice to you. DTNA DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY PRODUCT INFORMATION IT PROVIDES THROUGH THIS SITE.

6. User-Submitted Content and Communications

With respect to any content you submit to DTNA through this Site (the "User Content"), whether as a Subscriber or Visitor, you represent and warrant at all times that: (i) you own such User Content or otherwise have the right to grant DTNA a license to use such content, (ii) submission of such User Content to DTNA does not violate any copyright, trademark, trade secret or other intellectual property right of any third party, and (iii) submission of such User Content to DTNA does not violate the privacy rights, publicity rights, or any other rights of any person or entity. You agree to pay all royalties, fees and any other monies owed to any person by reason of any User Content submitted by you to DTNA.

You grant to DTNA and its affiliates, officers, directors, employees, consultants, agents, representatives, successors and assigns an irrevocable perpetual license to use User Content, including without limitation a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, sell, translate and reform such User Content. Such license shall be valid worldwide, fully-paid and royalty-free (meaning DTNA is not required to pay you for any User Content you submit), and sublicensable (meaning DTNA may provide the User Content for use by its affiliates and subcontractors). You also grant each user of the Site a non-exclusive license to access your User Content through the Site, and to use, edit, modify, reproduce, distribute, prepare derivative works of, and display such User Content in connection with their use of the Site. You acknowledge that other users of the Site services may download your User Content and that DTNA shall not be responsible or liable for any damage, loss or harm resulting from such download of your User Content.

You agree DTNA may, without notice, delete or remove any User Content in its sole discretion, for any reason or no reason, including User Content that, in the sole judgment of DTNA, violates this Agreement, or that might be offensive, illegal, or violate the rights of, harm, or threaten the safety of users or others. You understand that

any User Content removed by you or DTNA may persist as archived copies until such copies are overwritten or destroyed in the normal course of our business and may remain with users who have previously accessed or downloaded User Content.

You acknowledge that transmission to and from this Site are not confidential and your communications may be read or intercepted by others. You acknowledge that by submitting communications to DTNA, no confidential, fiduciary, contractually implied or other relationship is created between you and DTNA other than this Agreement.

7. Third-Party Links and Content

This Site may contain hyperlinks to third-party websites and content from third parties. When you access third-party websites or content through this Site, you do so at your own risk. DTNA in no way investigates, monitors or checks the accuracy or completeness of such third-party websites or content, and DTNA is not responsible for any objectionable, inaccurate, misleading or unlawful content that may reside thereon or therein. Third-party websites may, from time to time, publish hyperlinks that redirect users to this Site. DTNA currently imposes no restrictions on hyperlinks directed to this Site. The inclusion of any third-party content or hyperlink to a third-party site does not necessarily imply endorsement by DTNA of that content or site. You acknowledge and agree that DTNA shall not be responsible or liable, directly or indirectly, for any damage, loss, or harm caused or alleged to be caused by or in connection with your use of or reliance on any third-party site or third-party content.

8. Intellectual Property Policy

DTNA owns the intellectual property rights in this Site's contents (the "Site Material"), including, but not limited to, the text, graphics, and images on this Site. By using this Site, you agree to be bound by the intellectual property policy as set forth in this section.

Unless expressly authorized by DTNA in writing, the Site Material may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of DTNA, except solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Site Material. Modification or use of the Site Material except as expressly provided in this Agreement violates DTNA's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Site.

9. Limited License to Site Material

DTNA grants you a limited, revocable, and non-transferrable license to view and download a single copy of the Site Material, to the extent necessary for you to access this Site. You agree to retain all copyright and other proprietary notices contained in the original Site Material on any copy you make of such material. You may not sell or modify the Site Material or reproduce, display, distribute or otherwise use the Site Material in any way for any commercial purpose. Use of the Site Material on any other website or in any networked environment is prohibited. The names, marks and logos appearing on this Site or included in the Site Material are, unless otherwise noted, trademarks owned by or licensed to DTNA. Unauthorized use of the Site Material violates copyright, trademark and other intellectual property laws.

10. Content License Agreement for Media Content

If the Site features a Subscriber Portal, Subscribers may obtain photographs, illustrations, animations, video, footage and other media content (collectively, the "Media Content") that Visitors do not have access to. The use of any Media Content obtained from the Subscriber Portal may be governed by a content license agreement (the "Content License") entered into by and among DTNA and each Subscriber. In the event of any inconsistencies between the Content License and this Agreement, the terms of the Content License shall govern.

11. Copyright Infringement Claims

If you believe your copyrighted work has been submitted to DTNA in a manner that constitutes copyright infringement, please provide DTNA's designated agent (address provided below) with your name, address, phone number and email address, along with a statement identifying the material that you believe is being used without consent. The designated agent can be reached at:

Attention: Stuart Gibb Dunlop Tires North America, Inc.
8656 Haven Avenue
Rancho Cucamonga, CA 91730
Phone: (909) 694-3056

12. Privacy Policy

DTNA respects user privacy. A complete copy of DTNA's current privacy policy (the "Privacy Policy") can be found on the Privacy Policy link in the footer of this Site. The Privacy Policy is hereby expressly incorporated into this Agreement by reference. By using this Site, you agree to be bound by the terms of the Privacy Policy. In the event of any inconsistency between the Privacy Policy and this Agreement, the terms of the Privacy Policy shall govern.

13. Jurisdiction and Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the United States and the State of California, without respect to any conflict of laws principles. You hereby irrevocably submit to the jurisdiction of the courts situated in California with respect to any dispute, disagreement, or cause of action related to or involving this Site.

14. Indemnification

You hereby indemnify, defend and hold us and each of our owners, partners, subsidiaries, affiliates, franchisees and each of such person's or entities' officers, directors, agents, contractors, subcontractors, visitors, licensees, invitees, permittees and employees (collectively, the "Indemnified Parties") harmless from and against any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees) and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising out of or in any way connected with this Agreement, the services or products provided to you by the Site, Product Information, or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of DTNA or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with this Agreement, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at your own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

15. Disclaimer of Warranties

ELECTRONIC TRANSMISSIONS, INCLUDING THE INTERNET, ARE PUBLIC MEDIA, AND ANY USE OF SUCH MEDIA IS PUBLIC AND NOT PRIVATE. INFORMATION RELATED TO OR ARISING FROM SUCH USE IS PUBLIC, OR THE PROPERTY OF THOSE COLLECTING INFORMATION, AND NOT PERSONAL OR PRIVATE INFORMATION.

THIS SITE IS PROVIDED ON AN "AS IS" BASIS AND IS TO BE USED AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DTNA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND, REGARDING THIS SITE, SERVICES, AND PRODUCT INFORMATION. THE WARRANTIES DISCLAIMED HEREIN INCLUDE, BUT ARE NOT LIMITED IN KIND OR LIMITED TO, ACCESSIBILITY, ACCURACY, AVAILABILITY, CAPABILITY, CAPACITY, COMPATIBILITY, COMPLETENESS, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, SECURITY AND FREEDOM FROM COMPUTER VIRUS, SUFFICIENCY, SUITABILITY, TITLE, OR ANY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

NO ORAL ADVICE OR WRITTEN CORRESPONDENCE OR INFORMATION PROVIDED BY US OR ANY OF THE INDEMNIFIED PARTIES WILL CREATE A WARRANTY OF ANY KIND AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, CONTENT, SITE MATERIAL, PRODUCT INFORMATION OR FUNCTIONS CONTAINED IN THE SITE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, CONTENT, SITE MATERIAL, PRODUCT INFORMATION OR THE SERVERS THAT MAKE THE SITE OR SUCH SERVICES, CONTENT AND SITE MATERIAL AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE ACCURATE OR COMPLETE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, SITE MATERIAL, FUNCTIONS, PRODUCT INFORMATION OR PRODUCTS AVAILABLE THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

In the event we are held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid by you to the entity held liable which were not provided by such entity. You hereby waive any and all rights to bring any Claim related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the Claim is based.

The Indemnified Parties are not responsible for telephone, electric, electronic, network, Internet, computer, hardware or software program malfunctions, failures, delays or difficulties, or late, lost, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail, e-mail, form postings, connections, messages or entries, or the security of any and all such matters.

Further, the Indemnified Parties are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Site or by any technical or human error which may occur in the processing of any information related to the Site. You also agree that the Indemnified Parties are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of the Site or any sites, services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any Claim relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

16. Limitation of DTNA's Liability

DTNA WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES AND/OR LOST PROFITS, IN CONNECTION WITH USE OF THIS SITE. YOU ASSUME THE RISK THAT YOU MAY BE UNABLE TO USE THIS SITE, AND THAT USE OF THIS SITE MAY BE INTERRUPTED.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL DTNA BE LIABLE FOR ANY CONSEQUENTIAL, COST OF COVER, DIRECT, INCIDENTAL, INDIRECT, LOST PROFITS,

PUNITIVE, RELIANCE, OR SPECIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THIS SITE. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION, AND REGARDLESS OF WHETHER DTNA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN ADDITION, WE HAVE NO DUTY TO UPDATE THE SITE OR THE CONTENTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE PRODUCTS, SERVICES, AND/OR SUBSCRIBERS OFFERED IN CONNECTION THEREWITH OR ASSOCIATED THEREWITH, AS THE CASE MAY BE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

17. Release of Claims

BY UTILIZING THE SITE, ALL USERS ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE RELEASED, DISCHARGED AND HELD HARMLESS FROM AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LIABILITY WITH RESPECT TO ALL ASPECTS OF THE SITE (INCLUDING WITHOUT LIMITATION, ANY ILLNESS, LOSSES, LITIGATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT MAY OCCUR FROM USE OF THE SITE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF INFORMATION, SITE MATERIAL, PRODUCT INFORMATION, SERVICES OR PRODUCTS RELATED THERETO OR ACQUIRED THEREFROM. WE RESERVE THE RIGHT AT ANY TIME AND WITHOUT LIABILITY TO RESTRICT OR REFUSE ACCESS TO THE SITE AND ITS SERVICES, CONTENT, SITE MATERIAL AND FUNCTIONS TO ANYONE.

You also acknowledge that there is a possibility that subsequent to your acceptance of this Agreement, you will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was agreed to, and which if known by it at that time may have materially affected its decision to accept this Agreement. You acknowledge and agree that by reason of this Agreement, and the release contained in this section of this Agreement, you are assuming any risk of such unknown facts and such unknown and unsuspected claims. You have been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. You knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect.

18. Miscellaneous Provisions

a. Severability

If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

b. Entire Agreement

Except as expressly provided in this Agreement or on this Site, this Agreement constitutes the entire agreement between you and DTNA with respect to your use of this Site and its related services.

c. Waivers

No waiver by DTNA of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision in the Agreement. No waiver shall be effective unless made in writing and signed by the authorized representative of the waiving party.

d. Modifications

DTNA may, in its sole discretion and without prior notice (a) revise this Agreement, (b) modify this Site and/or its related services, and (c) discontinue this Site and/or its related services, at any time. You agree to review this Agreement periodically to be aware of any revisions to the Agreement. You further agree that, by continuing to use or access this Site following notice of a revision, you shall be bound by such revision.

e. Assignment

This Agreement shall not be assignable by you, either in whole or in part. DTNA reserves the right to assign its rights and obligations under this Agreement.

f. Headings

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.

g. Term

This Agreement shall remain in full force and effect whenever you are using this Site or are a Subscriber, are effective until terminated by either party. As a Subscriber, DTNA may terminate your account at any time, without warning, for any violation of this Agreement. If DTNA terminates your account, this Agreement shall remain applicable to any and all activities that occurred on your account prior to its termination. You may terminate these terms at any time by discontinuing use of the Site and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. Your access to the Site may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must cease use of the Site and destroy all materials obtained from such site and all copies thereof, whether made under the terms of this Agreement or otherwise. Notwithstanding the termination of this Agreement, you acknowledge and agree that those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement including, without limitation, the following provisions hereof: Prohibited Activities; Subscriber Accounts; User-Submitted Content and Communications; Intellectual Property Policy; Content License Agreement for Media Content; Indemnification; Disclaimer of Warranties; Limitation of DTNA's Liability; Release of Claims; Modifications; Assignment; and Term.

19. Digital Signatures

You represent and warrant that you have the legal right, power and authority to agree to the terms of this Agreement on behalf of yourself, and/or any Subscriber or Dealer Subscriber participating in the Site. You further agree that your use constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of and otherwise authenticated this Agreement and acknowledged and agreed that this Agreement is an electronic record for purposes of E-Sign, UETA and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by you and the Subscriber or Dealer Subscriber on whose behalf you are acting.