

JiCF Services Terms of Use

Last Updated: August 20, 2018

PLEASE READ THESE TERMS OF USE ("**TERMS**") CAREFULLY BEFORE USING ANY OF THE JiCF WEBSITES, APPLICATIONS, PLATFORMS, AND OTHER ONLINE PROGRAMS THAT POST A LINK TO THESE TERMS, OR THE MATERIALS, SOFTWARE AND CONTENT AVAILABLE IN OR THROUGH THEM (ALTOGETHER, "**JiCF SERVICES**").

BY DOWNLOADING OR USING ANY OF THE JiCF SERVICES, YOU AFFIRM THAT YOU ARE ABLE AND LEGALLY COMPETENT TO ACCEPT AND AGREE TO THESE TERMS AND OUR [PRIVACY POLICY](#). IF YOU DO NOT AGREE TO ANY OF THESE TERMS OR OUR PRIVACY POLICY, THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY OF THE JiCF SERVICES.

These Terms constitute an agreement between Joy in Childhood Foundation and its affiliates (collectively, "**JiCF**" or "**we**" or "**us**") and you. We recommend that you print out a copy of these Terms for your records.

PLEASE NOTE THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF DISPUTES BETWEEN US AND YOU AND LIMIT OUR LIABILITY TO YOU.

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1. Additional Terms

Certain services offered through the JiCF Services may be governed by additional terms and conditions presented in conjunction with them. You must agree to the additional terms before using such services. These Terms and any additional terms will apply equally. In the event of an irreconcilable inconsistency between any additional terms and these Terms, the additional terms will prevail unless they expressly state otherwise.

2. Changes to Terms

We may change these Terms so please check back from time to time. If we make material changes to these Terms, we will inform you in advance by posting a notice within the JiCF Services. If you are a registered user or are on our electronic mailing list, we may also notify you of such material changes via email. We may ask you to affirmatively accept changes to these Terms at the time of your next account login, access or use of the JiCF Services. All changes are effective when we post them and apply to your access and use of the JiCF Services thereafter. Changes to the Dispute Resolution provisions (Section 17 below) do not apply to any dispute for which you or we have actual notice prior to the date that the revised Terms are effective.

3. Users and Accounts

The JiCF Services are not intended for use by anyone under age 18. YOU MUST BE AT LEAST AGE 18 TO ACCESS AND USE THE JiCF SERVICES. By accessing, using and/or submitting information to or through the JiCF Services, you represent that you are at least age 18.

You may need to create and register an account in order to use certain JiCF Services.

In creating an account, you agree to:

- > create only one account for the JiCF Services;
- > provide honest, accurate, current and complete information regarding yourself;
- > keep your profile, contact and other account information updated and accurate;
- > keep your account password private and not share it with others; and
- > notify JiCF if you discover or suspect that your account has been hacked or its security breached.

You also agree to take responsibility for all activities on or under any account registered to you and you accept all risks for any unauthorized use of your account.

You are responsible for providing the equipment and services that you need to access and use the JiCF Services. We do not guarantee that the JiCF Services are accessible on any particular equipment or device or with any particular software or service plan.

We reserve the right, without notice and in our sole discretion at any time, to terminate your right to access and use the JiCF Services or any component of them and to block or prevent future access to and use of the JiCF Services and to delete your account and any related information. Any obligation or liability incurred prior to our termination of your access to the JiCF Services will survive such termination.

4. Services Use

We are a non-profit organization with a mission to support children's health and hunger relief. The JiCF Services are owned by JiCF and licensed to you for your personal, non-commercial use only. Except as expressly provided in these Terms, you may not copy, distribute, publish, transmit, modify, transmit, publicly display or perform, create derivative works of or otherwise exploit any part of the JiCF Services. You may not save or archive a significant portion of the material appearing in or on the JiCF Services. All rights not expressly granted herein are reserved by JiCF.

5. Privacy

Our [Privacy Policy](#) is incorporated into these Terms and also governs your use of the JiCF Services. The Privacy Policy describes the data that we gather about or from users of the JiCF Services (including in connection with their donations) and how we process, use and share that data. By using the JiCF Services, you consent to all actions that we take with respect to your data consistent with our [Privacy Policy](#).

6. Responsible Use of the JiCF Services

You may use the JiCF Services for lawful purposes and in accordance with these Terms. You may not use the JiCF Services:

- > for any purpose that is unlawful or prohibited by these Terms;
- > to cause harm or damage to any person or entity;

- > interfere with the proper operation of the JiCF Services;
- > to upload, post or transmit any material that violates any law, infringes on the rights of any third party or contains defamatory, libelous, abusive, obscene or otherwise objectionable material (as determined by JiCF in its sole discretion); or
- > to reproduce, duplicate, copy, sell, resell or otherwise exploit the JiCF Services for any commercial purpose that is not expressly permitted by JiCF.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS JICF AND ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, FRANCHISEES, AGENTS, LICENSORS, BUSINESS ASSOCIATES, AND SUPPLIERS (THE "JICF PARTIES") FROM AND AGAINST ANY ACTUAL OR THREATENED CLAIMS, ACTIONS OR DEMANDS, LIABILITIES AND SETTLEMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES) RESULTING (OR ALLEGED TO RESULT) FROM YOUR USE OF ANY JICF SERVICES IN ANY MANNER THAT VIOLATES OR IS ALLEGED TO VIOLATE APPLICABLE LAW OR THESE TERMS. This provision does not require you to indemnify any of the JiCF Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the JiCF Services.

7. Provision of the JiCF Services

We are constantly improving the JiCF Services to provide the best possible experience for you and other users. You acknowledge and agree that the JiCF Services, or certain features of the JiCF Services, may change from time to time without notice to you. Any new feature that augments, enhances or modifies the current JiCF Services is subject to these Terms.

You acknowledge and agree that we may decline to provide access to the JiCF Services or stop (permanently or temporarily) providing the JiCF Services (or any feature, program or content within the JiCF Services) to you or other users at our sole discretion, without notice or liability to you. You may stop using any part of the JiCF Services at any time. You do not need to specifically inform us when you stop using the JiCF Services.

You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the JiCF Services, your account details, or any files or other content which are contained in your account.

If you use a mobile device to access the JiCF Services, the following additional terms and conditions ("**Mobile Terms**") also apply:

- > You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the JiCF Services. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.
- > You understand that wireless service may not be available in all areas at all times and may be affected by product, software, coverage or service changes made by your service provider or otherwise.
- > Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use.

YOUR ACCESS TO AND USE OF THE JICF SERVICES VIA YOUR MOBILE DEVICE CONFIRMS YOUR AGREEMENT TO THE MOBILE TERMS, AS WELL AS THE REST OF THESE TERMS.

8. Donations

We do our best to describe all the benefits you get as a donor. For example, we may send our donors exclusive products offered through the Services. However, as you are making a donation to a non-profit, once you process the transaction you are not entitled to a refund. We do not warrant that product specifications or other content on the Services is complete, accurate, reliable, current, or error-free. All physical products, if any, are sent to you are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery to the carrier. Additional terms may apply.

9. JiCF Disclaimer of Warranty and Limitation of Liability

To the fullest extent allowed by applicable law, JiCF is not liable for any direct, indirect, special, incidental, consequential, punitive or other damages arising from your use of, or inability to use, any of the JiCF Services or any materials available in any JiCF Services. JiCF shall not be liable even if JiCF or a JiCF authorized representative has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, trojan horse or other harmful component.

Except as expressly otherwise stated, JiCF does not make any warranty, express or implied, as to accuracy, reliability or availability of any of the JiCF Services. Without limiting the generality of the preceding sentence, JiCF specifically disclaims, to the fullest extent allowed by applicable law, all implied warranties of merchantability and fitness for purpose, and all warranties of title and non-infringement of third party rights, with respect to all of its online services and all materials accessible through the JiCF Services.

JiCF does not guarantee that the functions contained in any of the JiCF Services will be secure, uninterrupted or error-free, that each the JiCF Services will be free of viruses or other harmful components, or that defects will be corrected even if JiCF is aware of them.

Except as set forth below, in no event will JiCF and its parent's or affiliates' total liability to you for 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 accessing the JiCF Services or \$100, whichever is less. Where permitted by applicable law, you agree to bring any and all actions within one (1) year from the date of the accrual of the cause of action and that actions brought after this date will be barred.

Nothing in these Terms will exclude or limit JiCF's liability for any product liability claims, statutory consumer rights, damages associated with death or personal injury or caused by our intentional misconduct, recklessness, misrepresentation, gross negligence, willful misconduct or fraud.

10. Copyright and Trademark

Unless otherwise noted, all materials published on the JiCF Service are protected as the copyrights, trade dress, trademarks and/or other intellectual properties owned by JiCF and/or its subsidiaries and affiliates or by other parties that have licensed their material to JiCF.

JiCF marks displayed in the JiCF Services represent some of the proprietary rights currently owned or controlled by JiCF in the United States and/or in other countries and are not intended to be a comprehensive compilation of all JiCF worldwide proprietary ownership rights.

You may not remove or alter any copyright, trademark or other proprietary right notice in the JiCF Services. All rights not expressly granted are reserved.

11. Digital Millennium Copyright Act ("DMCA") Policy

This DMCA statement constitutes part of the legal terms and conditions governing all users of the JiCF Services. In compliance with the DMCA (Title 17, United States Code), JiCF will respond to proper notifications of claimed copyright infringement with respect to material posted by users, and will take appropriate action including removing and disabling access to the allegedly infringing material. JiCF also reserves the right to remove and disable access to any user-posted material which, in JiCF's sole judgment, may be infringing or violating another's intellectual property right, whether or not JiCF has been notified by the rights holder.

11.1. Repeat Infringer Policy

In accordance with the DMCA and other applicable law, JiCF has adopted a policy of terminating, in appropriate circumstances, the accounts of registered users who are determined by JiCF to be repeat

infringers. JiCF may also, in its sole discretion, suspend and/or terminate the account of any registered user who infringes another's intellectual property right, whether or not there is repeat infringement.

11.2. Designated Agent

In compliance with the DMCA, the Designated Agent for JiCF to receive notifications of claimed infringement relating to any of the JiCF Services is as outlined below.

By mail: JiCF, Inc., 130 Royall Street, Canton, MA 02021

By telephone: 781-737-3518

By email: generalcounsel@dunkinbrands.com

11.3. Notice of Claimed Copyright Infringement

If you believe that your copyright has been infringed or violated by any material posted on any of the JiCF Services, please notify our Designated Agent listed above in writing and provide the following requisite information:

11.3.1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

11.3.2. identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

11.3.3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

11.3.4. information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

11.3.5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

11.3.6. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

11.4. Counter-Notification to Claimed Copyright Infringement

Under the DMCA, if a notice of copyright infringement has been filed against material posted by you on any of the JiCF Services, you may make a counter-notification with our Designated Agent listed above, provided that such counter-notification must be in writing and contain the following requisite information:

11.4.1. your physical or electronic signature;

11.4.2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

11.4.3. a statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and

11.4.4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located (or in the

Commonwealth of Massachusetts, U.S.A., if you reside outside of the U.S.A.), and that you will accept service of process from the person who filed the notice of copyright infringement or an agent of such person.

If JiCF receives a valid counter-notification, it may reinstate the removed or disabled material in accordance with the DMCA.

11.5. Liability for Misrepresentation under the DMCA

Please note that, pursuant to the DMCA, any person who knowingly materially misrepresents that any material or activity is infringing, or that any material or activity was removed or disabled by mistake or misidentification, will be liable for damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by an online service provider, who is injured by such misrepresentation, as the result of the service provider relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

Accordingly, if you are not sure whether certain material or activity infringes your or another's copyright, please consult with a qualified attorney.

12. **Third Party Links and Services**

12.1. Third Party Links

The JiCF Services may link to, interact with or be available on websites, platforms, and services or products operated and owned by third-parties ("**Third Party Services**") such as social media providers and third-party devices. If you access such third-party services or products, be aware that different terms and privacy policies may apply to your usage of such services.

Third Party Services may also link to the JiCF Services in ways that are beyond our control. We cannot control the content, functionality or accuracy of Third Party Services, even if someone from JiCF occasionally visits those websites, is quoted, or leaves a comment. We are not responsible for the accuracy or reliability of the information on Third Party Services and cannot vouch for the data, opinions, advice or statements made there. Further, we are not responsible for the goods or services that may be offered through Third Party Services.

12.2. Third Party Social Networking Services

The JiCF Services may allow you to post to or otherwise interact with certain Third Party Services, such as social media and social networking services like Facebook or Twitter ("**Social Networking Services**"). Directly integrating these Social Networking Services with the JiCF Services may make your online and mobile experiences richer and more personalized. To take advantage of these features and capabilities, we may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of this integration, the Social Networking Services will provide us with access to certain information that you have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Policy. Please remember that the way Social Networking Services use, store, and disclose your information is governed solely by the policies of those third parties that operate those Social Networking Services, and we have no liability or responsibility for the privacy practices or other actions of any third-party website or service that may be enabled within the Services. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Social Networking Services.

12.3. Third Party Products

The JiCF Services may be accessed on third-party devices or other products ("**Third Party Products**"). We have no responsibility for your acquisition or use of any Third-Party Products, and we do not guarantee that Third-Party Products will function with the Services or will be error-free. We hereby disclaim liability for all Third-Party Products, including any Third-Party Products offered by our partners.

13. Errors and Inaccuracies.

The JiCF Services may contain errors, inaccuracies or omissions. If any information in the JiCF Services is inaccurate, incomplete or out of date, we reserve the right to correct, change or update such information. We cannot guarantee that your computer's display of color or other product features is accurate.

14. Feedback and Submissions

JiCF is unable to accept unsolicited ideas. By submitting any material to us through any of the JiCF Services, you expressly grant to JiCF and its affiliates a royalty-free, non-exclusive, fully transferable, assignable and sublicensable right and license to use, reproduce, modify, display, transmit, adapt, publish, translate, create derivative works from and distribute such material, throughout the world and in perpetuity, in all media now known or hereafter devised and for all lawful business purposes of JiCF and its affiliates (including, without limitation, advertising, promotional and marketing purposes). You also acknowledge and agree that if and to the extent the material submitted by you identifies you by name, likeness, voice or otherwise ("**your identification**"), the foregoing license granted by you will automatically be deemed to cover and extend to our use of your identification in connection with our use of the material submitted by you. In addition, you warrant that all so-called "moral rights" have been waived.

15. Geographical Scope of the JiCF Services

JiCF controls and operates the JiCF Services from within the United States. JiCF makes no representation that any materials on the JiCF Services are appropriate or available for use outside the United States. If you access the JiCF Services from outside the United States, be advised the JiCF Services may contain references to services that are not available or are prohibited in your country. All visitors to and users of the JiCF Services are responsible for compliance with all local laws applicable to them with respect to the content and operation of the JiCF Services. The JiCF Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which that would subject JiCF or its affiliates to any registration requirement within such jurisdiction or country.

This English-language set of terms is JiCF's official statement of its terms of use for all the JiCF Services. In case of any inconsistency between these English-language set of terms and its translation into another language, these English-language Terms prevail.

16. Governing Law

These Terms and any disputes arising under or related to these Terms (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles.

17. Agreement to Arbitrate Disputes

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. YOU AND JICF AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

WE BOTH AGREE TO ARBITRATE. You hereby agree that any dispute between you and JiCF and its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, "**JiCF**") arising from or relating to (a) your misuse of the JiCF Services, (b) these

Terms and their interpretation or the breach, termination or validity thereof or (c) the relationships which result from these Terms, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, "**Covered Disputes**") will be settled by binding arbitration in Suffolk County, Commonwealth of Massachusetts administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules (available at www.adr.org), in effect on the date thereof. If there is a conflict between AAA Rules and the rules set forth in this Agreement to Arbitrate, the rules set forth in this Agreement to Arbitrate will govern. For purposes of this section, these Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA).

WHAT IS ARBITRATION: Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can.

PRE-ARBITRATION PROCEDURES. Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advance written notice of its intent to file for arbitration. JiCF will provide such notice by e-mail to your e-mail address on file with JiCF and you must provide such notice by e-mail to foundation@dunkinbrands.com with "Legal Dispute" appearing in the subject line. During such 60-day notice period, we agree to endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration.

ARBITRATION PROCEDURES. To initiate arbitration, you or JiCF must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org.
- (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to: American Arbitration Associate, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.
- (3) Send one copy of the Demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If, however, you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JiCF will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse JiCF for all fees associated with the arbitration that JiCF paid on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

AUTHORITY OF ARBITRATOR. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

NO CLASS ACTIONS. JiCF and you agree that any Covered Dispute will be submitted to arbitration on an individual basis only. **Neither JiCF nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis.**

WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and JiCF in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND JICF WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

OPT-OUT OF AGREEMENT TO ARBITRATE. You can decline this agreement to arbitrate by emailing JiCF at foundation@dunkinbrands.com and providing the requested information as follows: (1) Your Name; (2) the URL of the Terms and Agreement to Arbitrate Disputes; (3) Your Address; (4) Your Phone Number; (5) and clear statement that you wish to opt out of this arbitration provision in the Terms. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms by using the JiCF Services.

If any provision of the agreement to arbitrate in this section is found unenforceable, the remaining arbitration terms will be enforced. In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, then such dispute between us arising under the Terms or your misuse of the JiCF Services will be subject to the jurisdiction and venue of the state and federal courts located in Boston, Massachusetts, and governed in accordance with the laws of the state of Massachusetts, excluding its conflict of law rules.

18. Taxes

You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with these Terms or the JiCF Services by any authority.

19. General Provisions

No delay or failure on the part of JiCF to enforce any part of these Terms will constitute a waiver of any of JiCF's rights under these Terms whether for past or future actions on the part of any person. Neither the receipt of any funds by JiCF nor the reliance of any person on JiCF's actions will be deemed to constitute a waiver of any part of these terms. Only a specific, written waiver signed by an authorized representative of JiCF will have any legal effect whatsoever. To the extent permitted by applicable law, if any provision of these Terms is determined to be illegal, invalid or unenforceable under present or future law, such provision will be deemed to be deleted without affecting the enforceability of all remaining provisions. These Terms will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms and the rights granted hereunder may be assigned by JiCF but you may not assign them without the prior express written consent of JiCF. The headings and captions contained herein are for convenience only.

20. Contact JiCF

If you have questions regarding any of these Terms, you can email us at foundation@dunkinbrands.com or write to us at Joy in Childhood Foundation, 130 Royall Street, Canton, MA 02021.

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