

TERMS AND CONDITIONS OF USE

1. AN AGREEMENT BETWEEN YOU AND DELANCEYPLACE.COM LLC

A. These Terms and Conditions of Use are an agreement between you and DELANCEYPLACE.COM, LLC, formed under the laws of the Commonwealth of Pennsylvania, United States of America ("DelanceyPlace", "We", "Us", "Our"). These Terms govern your use of our website, social network, daily email excerpts from third party works, and related applications (collectively, the "Service"). This Agreement incorporates and includes the terms of DelanceyPlace's Privacy Policy regarding the Service.

B. DelanceyPlace reserves the right, in its sole discretion, to modify, alter or otherwise update this Agreement at any time. Such modifications shall be effective immediately upon posting. By using the Service after we have posted notice of such modifications, alterations or updates you agree to be bound by such revised Terms.

DELANCEYPLACE OFFERS THE SERVICE TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT. YOUR USE OF THE SERVICE CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY; AND AN EXCLUSIVE REMEDY. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR BARGAIN.

IF YOU DO NOT AGREE WITH THESE TERMS OR ALL OF THE TERMS OF THE PRIVACY POLICY INCORPORATED HEREIN, DO NOT USE THE SERVICE.

2. ACCESS TO THE SERVICE

A. DelanceyPlace grants to you a non-exclusive, non-transferable, revocable limited license to use and display the Service and related software (excluding source and object code) for your personal (or household) non-commercial use by any machine(s) of which you are the primary user. You agree not to use the Service for any other purpose, or to copy or distribute the content of the Service except as specifically allowed in this agreement.

B. DelanceyPlace reserves the right: (i) to discontinue the Service or to change the content of the Service in any way and at any time, with or without notice to you, without liability; and (ii) to discontinue your right to use the Service, at its sole and absolute discretion, for your violation of this Agreement, without liability.

C. You represent that you are either: (i) at least 18 years of age and have attained the age of majority in the province, state or country in which you reside; or (ii) between the ages of 13 and 18, or older, but not having reached the age of majority, and have the approval of your parent or legal guardian to use the Service.

D. In creating your account through which you will access the Service ("Account"), you agree to:

i) provide true, accurate, current and complete information about yourself ("Registration Data"); and

ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

3. INTELLECTUAL PROPERTY

A. Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, licensed by DelanceyPlace, or used and reproduced in connection with an exception to applicable law, and are protected by law from unauthorized use. The entire contents of the Service are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. DelanceyPlace, the DelanceyPlace logos, and all related names are trademarks of DelanceyPlace and may not be used without the express written permission of DelanceyPlace.

B. You do not acquire any ownership rights by using the Service, downloading material from or uploading material to the Service, or by purchasing anything in connection with the Service.

C. You agree not to copy, redistribute, publish or otherwise exploit material from the Service, except as expressly permitted herein, without the express prior written permission of DelanceyPlace.

D. All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to DelanceyPlace in connection with the use of the Service shall be the exclusive property of DelanceyPlace. You agree that unless otherwise prohibited by law DelanceyPlace may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to you.

4. CONTENT YOU POST

A. The Service may invite you to chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to DelanceyPlace and/or to or via the Service, including, without limitation, text, writings, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "User Content"). Any material you transmit to DelanceyPlace will be treated as non-confidential and non-proprietary.

B. You agree that your User Content is wholly original to you and you exclusively own the rights to your User Content, that you have a valid license to make use of the User Content in the manner that you do so, or that such User Content is in the

public domain; and that such rights include the right to grant all of the rights and licenses in these Terms without DelanceyPlace incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you.

C. You grant to DelanceyPlace the unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, fully-paid and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, resell, sublicense, display, perform, transmit, publish, broadcast, modify, make derivative works from, retitle, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content to which you have contributed, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote same.

D. DelanceyPlace has no obligation to monitor or enforce any intellectual property rights that may be associated with your User Content, but DelanceyPlace does have the right to enforce such rights through any means it sees fit, including bringing and controlling actions on your behalf.

E. DelanceyPlace has no obligation to accept, display, review, monitor, or maintain any User Content. We have the right to delete User Content from the Service without notice for any reason at any time. DelanceyPlace may move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice to you and without liability; provided, however, that DelanceyPlace reserves the right to treat User Content as content stored at the direction of users for which DelanceyPlace will not exercise editorial control except to enforce the rights of third parties and the Content Restrictions set forth below when violations are brought to DelanceyPlace' attention.

F. You acknowledge that you do not rely on DelanceyPlace to monitor or edit the Service and that the Service may contain content which you find offensive and you hereby waive any objections you might have with respect to viewing such content.

5. USAGE RULES

A. As a condition of your use of and access to the Service, you agree to comply with these Usage Rules, which are provided as an example rather than as a limitation, and any application or specific rules for the use of the social media which are published within the Service.

B. You agree that your use of and conduct on the Service shall be lawful and your User Content will not:

i) include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;

ii) include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language;

iii) defame, libel, ridicule, mock, disparage, threaten, harass, intimidate or abuse anyone;

iv) promote violence or describe how to perform a violent act;

v) violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity; or

vi) be in violation of these Terms or any rules of conduct posted by DelanceyPlace (collectively "Content Restrictions").

C. You and your activities on the Service will not:

i) reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;

ii) attempt to impersonate any other party;

iii) create user accounts by automated means or under false pretenses or mislead others as to the origins of your communications;

iv) trick, defraud or mislead DelanceyPlace and other users, especially in any attempt to learn sensitive account information such as passwords;

v) make improper use of DelanceyPlace's support services or submit false reports of abuse or misconduct;

vi) engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, website, pyramid scheme or other multi-tiered marketing scheme;

vii) disparage, tarnish, or otherwise harm, in DelanceyPlace's opinion, DelanceyPlace and/or the Service;

viii) violate this Agreement or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by DelanceyPlace on the Service;

ix) disseminate or transmit viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program;

x) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Service and User Content or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Service, the User Content;

xi) copy or adapt the Service's software including but not limited to Flash, PHP, HTML, JavaScript or other code;

xii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service create to generate web pages or any software or other products or processes accessible through the Service;

xiii) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");

xiv) except as may be the result of standard search engine or Internet browser usage, use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;

xv) cover or obscure any notice, banner or advertisement on the Service;

xvi) disguise the source of your User Content or other information you submit to the Service or use tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the Service;

xvii) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service or the User Content;

xviii) sell the Service or any part thereof including but not limited to user accounts and access to them in exchange for currency or items of monetary value; or

xix) engage in any other activity deemed by DelanceyPlace to be in conflict with the spirit or intent of the Service.

D. DelanceyPlace does not control or endorse the content, messages or information found in User Content portions of the Service or external sites that may be linked to or from the Service or other forums and, therefore, DelanceyPlace specifically disclaims any responsibility with regard thereto.

6. THIRD PARTY SITES

We may provide links on the Service (including but not limited to, through our email service) to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving optional services and/or upgrades. Some of these web sites may charge separate fees, which are not included in any fees that you may pay to DelanceyPlace. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility. We make no representation or warranty regarding any content, goods and/or services provided by any third party even if linked from one of our Services, and will not be liable for any claim relating thereto. The linked sites are not under the control of DelanceyPlace and may collect data or solicit personal information from you. We are not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by DelanceyPlace of these linked sites.

7. DISCLAIMERS / LIABILITY LIMITATIONS

A. THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THIS AGREEMENT, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, DELANCEYPLACE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER DELANCEYPLACE, ITS AFFILIATED OR RELATED ENTITIES, NOR ANY THIRD PARTY PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THE SERVICE WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS THROUGH THE SERVICE IS PROVIDED SOLELY FOR YOUR CONVENIENCE, ENJOYMENT AND INFORMATION ONLY. DELANCEYPLACE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, SERVICE AND/OR MERCHANDISE ACQUIRED PURSUANT TO YOUR USE OF THE SERVICE.

B. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU (AND NOT DELANCEYPLACE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER DELANCEYPLACE, NOR ITS AFFILIATED OR RELATED ENTITIES (INCLUDING ITS PROVIDERS), NOR

ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION AND DISTRIBUTION OF THE SERVICE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THE SERVICE OR ANY OTHER LINKED SITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DELANCEYPLACE AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING AS PART OF THIS SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT DELANCEYPLACE IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, DELANCEYPLACE'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION.

C. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST DELANCEYPLACE OR THE PROVIDERS WITH RESPECT TO THIS AGREEMENT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

8. YOU HAVE LIMITED TIME TO BRING YOUR CLAIM

YOU AGREE THAT YOU MUST COMMENCE ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless DelanceyPlace and its third party providers, its and their respective officers, directors, employees, affiliates, agents,

licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms, your use of the Service, or applicable law. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Service.

10. THIRD PARTY RIGHTS

This Agreement is for the benefit of DelanceyPlace and its third party providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce this Agreement directly against you on its or their own behalf.

11. DISPUTES

A. Unless otherwise specified, the Service is presented solely for your enjoyment, convenience and/or information. The Service is controlled and operated by DelanceyPlace from its offices in Pennsylvania, United States of America. DelanceyPlace makes no representation that the Service is appropriate or available for use in other locations. Those who choose to use the Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials in the Service in violation of the export laws and regulations of the United States of America.

B. You agree that this Agreement is entered into and fully performed in the Commonwealth of Pennsylvania, United States of America. All claims arising from or related to this Agreement and the Service will be adjudicated under the laws of the United States of America and the Commonwealth of Pennsylvania, without reference to conflict of laws principles or your location. You hereby irrevocably consent to the exclusive jurisdiction and venue of state or federal courts situate in the City of Philadelphia, Commonwealth of Pennsylvania, United States of America for all disputes arising out of or relating to this Agreement and to your use of the Service. You waive all defenses based upon personal jurisdiction and forum non-conveniens.

C. Except as otherwise provided for herein, in the event of any controversy or claim arising out of or relating to the Service or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, you agree that you will first try to settle the dispute by mediation, administered by the American Arbitration Association ("AAA"), at the office of the AAA located in Philadelphia, Pennsylvania, United States of America. The following shall supplement and, in the event of a conflict, shall govern such mediation. The parties shall select one mediator from a list provided by the AAA. The AAA shall only list available attorneys with at least ten (10) years of experience in the practice of commercial law. In selecting the mediator from the list provided by the AAA, the parties shall make the selection by the striking method. Each party shall bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between the parties. The language of the mediation shall be English. If settlement is not reached

within 90 days of your filing of a demand for mediation, either party shall have the right to take other action to resolve the claim pursuant to Section 11B, above.

D. You acknowledge that the rights granted and obligations made hereunder to DelanceyPlace are of a unique and irreplaceable nature, the loss of which shall irreparably harm DelanceyPlace and which cannot be replaced by monetary damages alone so that DelanceyPlace shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

E. We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Service. If you have a dispute with other users, you release DelanceyPlace and hereby agree to defend and indemnify DelanceyPlace from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

F. You acknowledge and agree that you shall not initiate or participate in arbitration or litigation of any dispute, controversy, or claim of any kind arising out of or relating to this Agreement or any breach hereof, the Service, or otherwise against DelanceyPlace, as a member or representative of, or on behalf of, any class of persons or entities, or any person or entity other than yourself.

G. YOU HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR THE SERVICE.

12. ASSIGNMENT / SEVERABILITY / NO WAIVER

A. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

B. DelanceyPlace may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense your rights, if any, in the Service. Except as expressly stated herein, this Agreement constitutes the entire integrated agreement between you and DelanceyPlace with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and DelanceyPlace with respect to the Service. The section titles in this Agreement are solely

used for the convenience of the parties and have no legal or contractual significance. You acknowledge that you have read this agreement, understand it and will be bound by its terms and conditions. You agree that the terms of this Agreement shall not be construed against DelanceyPlace as the drafter and waive any defense based upon the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

C. The failure of DelanceyPlace to require or enforce strict performance by you of any provision of this Agreement or to exercise any right under it shall not be construed as a waiver or relinquishment of DelanceyPlace right to assert or rely upon any such provision or right in that or any other instance.

13. MISCELLANEOUS

A. DelanceyPlace or its business partners may present advertisements or promotional materials on or through the Service. Your dealings with, or participation in promotions of, any third-party advertisers on or through the Service are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that DelanceyPlace is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party materials on the site.

B. DelanceyPlace may send notices to you with respect to your use of the Service by sending an email message to the email address listed in your account information, by sending a letter via mail to the contact address listed in your account information, or by a posting a note on the site when you access your account. You agree that we may provide notice to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.

14. COPYRIGHT DISPUTES

DelanceyPlace abides by the U.S. Federal Digital Millennium Copyright Act (DMCA) responding to notices of alleged infringement that comply with the DMCA and other applicable laws. If you believe material on the Service infringes your copyright you should send us a notice as indicated below. As part of DelanceyPlace' response, it may remove or disable access to material on the Service that is claimed to be infringing, in which case DelanceyPlace will make a good-faith attempt to contact the person who submitted the affected material so that they may make a counter-notification, also in accordance with the DMCA.

Before serving either a Notice of Infringing Material or Counter-Notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other applicable laws. The following notice requirements are intended to comply with DelanceyPlace' rights and obligations under the DMCA and, in particular, section 512(c) of Title 17, and do not constitute legal advice.

Notice of Infringing Material

To file a notice of infringing material on the Service, please provide a notification containing the following details:

1. Reasonably sufficient details to enable us to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
2. Reasonably sufficient detail to enable us to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
3. Your contact information so that we can contact you (for example, your address, telephone number, email address);
4. A statement that you have a good faith belief that the use of the material identified in section 2 is not authorized by the copyright owner, its agent, or the law;
5. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
6. Your physical or electronic signature.

Then Send this Notice to:

Delanceyplace.com
1735 Market Street
Suite 2501
Philadelphia, PA 19103
Attn: Clarissa F. Griebel.

Electronic Mail: delanceyplace@gmail.com

Counter-Notification If Material is Removed

We may give you notice that we have removed or disabled access to certain material by means of a general notice on the Service, electronic mail to a user's e-mail address in our records, or by written communication sent by mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the Designated Agent, that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. 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 disabled;
2. A statement, 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 of the material in question;
3. Your name, address and telephone number;

4. A statement that you consent to the jurisdiction of the Federal District Court for judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which DelanceyPlace may be found and that you will accept service of process from the person who submitted a notice in compliance Section 512(c)(1)(C) of the DMCA, as generally described above;
5. Your physical or electronic signature.