

Online Services Terms of Use

Last Updated: May 2018

PLEASE READ THESE TERMS OF USE ("**TERMS**") CAREFULLY BEFORE USING ANY OF THE DUNKIN' BRANDS (INCLUDING DUNKIN' DONUTS AND BASKIN-ROBBINS) WEBSITES, APPLICATIONS, PLATFORMS, LOYALTY PROGRAMS, STORED VALUE CARDS AND OTHER ONLINE PROGRAMS THAT POST A LINK TO THESE TERMS, OR THE MATERIALS, SOFTWARE AND CONTENT AVAILABLE IN OR THROUGH THEM (ALTOGETHER, "**DD/BR ONLINE SERVICES**").

BY DOWNLOADING OR USING ANY OF THE DD/BR ONLINE 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 DD/BR ONLINE SERVICES.

These Terms constitute an agreement between Dunkin Brands, Inc. and its affiliates (collectively, "**Dunkin' Brands**" 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 DD/BR Online Services, including mobile applications, loyalty programs, sweepstakes and other prize promotions, 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 DD/BR Online 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 DD/BR Online Services. All changes are effective when we post them and apply to your access and use of the DD/BR Online Services thereafter. Changes to the Dispute Resolution provisions (Section 20 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 DD/BR Online Services are not intended for use by anyone under age 13. YOU MUST BE AT LEAST AGE 13 TO ACCESS AND USE THE DD/BR ONLINE SERVICES. By accessing, using and/or submitting information to or through the DD/BR Online Services, you represent that you are at least age 13.

Anyone between age thirteen (13) and eighteen (18) may only use the DD/BR Online Services under the supervision of and with the consent of his/her parent or a legal guardian. IF YOU ARE A PARENT/LEGAL GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR TEENAGER'S ACCESS TO AND USE OF THE DD/BR ONLINE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

You may need to create and register an account in order to use certain DD/BR Online Services.

In creating an account, you agree to:

- > create only one account for each applicable part of the DD/BR Online 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 Dunkin' Brands 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.

For certain parts of the DD/BR Online Services, you may choose to add a family member's name, birthdate, and relationship to your account to receive additional benefits to enjoy with your family member. If you choose to utilize this feature, you hereby represent that you have received appropriate permission to use and provide your family member's information to us. If you choose to remove a family member from your account, you will no longer receive benefits related to that family member. We reserve the right to limit the number of family members that can be added to your account.

From time to time, Dunkin' Brands may make special offers available to account holders. These offers may be communicated using various means including electronic communication, email, SMS text messages or direct mail. These special offers may be subject to specific terms, restrictions and conditions, and are subject to change or termination without notice. We are not responsible for any news, reward-earning opportunity,

coupon or other offer sent to an incorrect or incomplete email address if your email address is not up-to-date in your profile at the time of mailing or offering. We are not responsible for any lost, late, misdirected, damaged, postage-due or illegible mailings or other communications. We reserve the right to correct and not honor errors made in our communications with you.

You are responsible for providing the equipment and services that you need to access and use the DD/BR Online Services. We do not guarantee that the DD/BR Online 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 DD/BR Online Services or any component of them and to block or prevent future access to and use of the DD/BR Online Services and to delete your account and any related information. Any obligation or liability incurred prior to our termination of your access to the DD/BR Online Services will survive such termination.

4. Personal Use

The DD/BR Online Services are owned by Dunkin' Brands 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, publicly display or perform, create derivative works of or otherwise exploit any part of the DD/BR Online Services. You may not save or archive a significant portion of the material appearing in or on the DD/BR Online Services. All rights not expressly granted herein are reserved by Dunkin' Brands.

5. Privacy

Our **Privacy Policy** is incorporated into these Terms and also governs your use of the DD/BR Online Services. The Privacy Policy describes the data that we gather about or from users of the DD/BR Online Services and how we process, use and share that data. By using the DD/BR Online Services, you consent to all actions that we take with respect to your data consistent with our **Privacy Policy**.

6. Responsible Use of the DD/BR Online Services

You may use the DD/BR Online Services for lawful purposes and in accordance with these Terms. You may not use the DD/BR Online 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 DD/BR Online 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 Dunkin' Brands in its sole discretion); or
- > to reproduce, duplicate, copy, sell, resell or otherwise exploit the DD/BR Online Services for any commercial purpose that is not expressly permitted by Dunkin' Brands.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DUNKIN' BRANDS AND ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, FRANCHISEES, AGENTS, LICENSORS, BUSINESS ASSOCIATES, AND SUPPLIERS (THE "DUNKIN' 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 DD/BR ONLINE 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 Dunkin' 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 DD/BR Online Services.

7. Provision of the DD/BR Online Services

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

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

You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the DD/BR Online Services, your account details, or any files or other content which are contained in your account. If you have stored DD Card information in your account, that information will no longer be accessible through your account, but the associated physical DD Card may still be used.

If you use a mobile device to access the DD/BR Online 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 DD/BR Online 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.
- > When you opted in to participate in one of our text message programs, you provided your advance consent to receive text messages from an automated system. Your consent was not and is not required as a condition of purchasing any property, goods, or services from us. If you wish to withdraw your consent and unsubscribe, please text **STOP** to the appropriate shortcode.
- > Message frequency depends on the program.

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

8. Product Sales and Availability

All products displayed on the DD/BR Online Services, including Dunkin' Donuts and Baskin-Robbins branded products, are made available by franchisees and other third parties not owned or operated by Dunkin Brands. Dunkin Brands may run national promotions relating to the sale of these products, but the third party franchisees and other third parties set the prices for the products and determine product availability. Dunkin' Brands reserves the right without prior notice to discontinue any national promotions or stop displaying the Dunkin' Donuts or Baskin-Robbins branded products through the DD/BR Online Services.

9. Service-Specific Terms and Conditions

9.1. Dunkin' Donuts DDPerks Program

To participate in the DDPerks Program ("**DDPerks**"), you may enroll at www.DunkinDonuts.com, www.ddperks.com or through the Dunkin' mobile applications. You may also enroll by connecting a Third Party Service to our Service. For example, when you place a Dunkin' Brands order for pickup through Amazon, if you do not already have a DDPerks account, you may be automatically enrolled in DDPerks. When you enroll by connecting a Third Party Service, we may create a loyalty account with an associated DD Card or membership ID number. . You may use this card/membership ID number to earn points and redeem rewards at Dunkin and other participating partners. If you elect not to receive promotional emails, you may not receive certain offers and promotions other than transaction emails regarding award certificates and account details and charges.

When you enroll in DDPerks through any method, you agree to the DDPerks Program-specific terms and conditions. Those terms and conditions are hereby incorporated into these Terms and the collective Terms shall govern your participation in DDPerks. To the extent there is a conflict between the terms of the DDPerks Program and the Terms presented on this page, the terms of the DDPerks Program govern.

9.2. Dunkin' Donuts UpDDate Program

To receive emails with the latest news and offers about Dunkin' Donuts, you may enroll in the Dunkin' Donuts UpDDate program. The term "**UpDDate Member**" as used in these Terms means an individual user of the DD/BR Online Services who creates an UpDDate profile. Groups, clubs or organizations cannot be UpDDate Members.

9.2.1. UpDDate Coupons Offer

UpDDate coupons are made available as follows:

Enrollment Coupons: All new guests who create an UpDDate profile and opt-in to receive promotional email communications will receive an email coupon redeemable for one (1) free beverage of choice. Limit of one enrollment coupon per UpDDate profile and person. Enrollment coupons are available for new UpDDate profiles only. (Members of the former Dunkin' Perks® program who update their profiles and members of the new DDPerks are not eligible for UpDDate enrollment coupons.) Your enrollment coupon will be sent to you by the end of the month following the month in which you create your UpDDate profile and will expire at least 35 days after the date issued.

Birthday Coupons: Each UpDDate Member or DDPerks member who (a) has provided us with his/her birthday and (b) opted-in to receive our promotional email communications will receive an email coupon for a free product or a product discount on his/her birthday at participating restaurants, with the specific offer at Dunkin' Brands' discretion. Your birthday coupon will be sent to you by email to the email address associated with your UpDDate profile or through the Dunkin' Mobile App for DD Perks Members. Limit of one birthday coupon per UpDDate profile and person.

As used in these Terms, "free beverage" means a choice of a hot or iced coffee, tea, latte, hot chocolate or Coolatta®, excluding all cooler beverage items and Box O'Joe® (e.g., bottled water, soda, milk, or bottled juice). Please see coupon for additional terms and restrictions.

If you choose not to receive promotional emails, you will not receive UpDDate program benefits, such as the enrollment coupons or birthday coupons. We reserve the right to modify, suspend or terminate the terms and availability of the UpDDate coupons at any time for any reason.

9.2.2. Opting Out of UpDDate or DD Perks Communications

If you opt-in through your UpDDate/DD Perks profile, we will use email to communicate UpDDate/ DD Perks program offers and news. We also may use direct mail to communicate with you. UpDDate/ DD Perks Members who choose not to receive UpDDate/ DD Perks program may not receive all UpDDate/ DD Perks program coupons, news and offers.

To opt-out of UpDDate email communications, update your UpDDate profile by un-checking the appropriate box OR click on the unsubscribe link within an UpDDate email communication.

9.3. Dunkin' Brands Shops

Dunkin' Brands uses third-party vendors for operation and management of the Dunkin' Donuts Shop available at <https://shop.dunkindonuts.com> and Baskin Robbins online ordering available at <https://order.baskinrobbins.com>. These sites are not owned or operated by Dunkin' Brands, and we do not control and are not responsible for the privacy practices the vendors operating those sites. The vendors

operating the Dunkin' Brands shops have separate policies and terms that govern your use of the Dunkin' Donuts Shop and Baskin Robbins online ordering, and you should familiarize yourself with those terms and policies.

9.4. Baskin-Robbins Birthday Club

The term "**BR Member**" as used in these Terms means an individual user who creates a Baskin-Robbins account ("**BR Account**"). Groups, clubs or organizations cannot be BR Members.

Birthday Coupons: Each BR Member who has (a) provided us with his/her birthday and (b) opted-in to receive our email communications will receive an email coupon for free product or a product discount at Dunkin' Brands' discretion, on or about his/her birthday at participating Baskin-Robbins shops. Your birthday coupon will be sent to you by email to the email address associated with your BR Account. Limit of one birthday coupon per person per BR Account.

Birthday coupons are: valid only at participating U.S. Baskin-Robbins locations, void where prohibited, restricted or taxed or if obtained through unauthorized channels; subject to all terms and conditions printed on them; not exchangeable or refundable for cash; and not valid with any other offer. Dunkin' Brands is not responsible for and will not replace late, lost, stolen, damaged, expired, undelivered or undeliverable birthday coupons. We reserve the right to modify, suspend or terminate the terms and availability of the birthday coupons at any time for any reason.

9.5. Dunkin' Brands Mobile Applications

9.5.1. Offers and Settings

We may make special offers available from time to time through our mobile applications ("App Offers"). App Offers may be based on your particular location or purchasing history our mobile applications and may only be available for a limited period of time. App Offers are only available in participating locations and may be subject to additional terms and conditions as described in the App Offer.

Our mobile applications are designed to integrate with several elements of your device's native functionality. Accordingly, if you choose not to enable your device's GPS/location settings, push notifications, text messages or other device functionality, or if you chose not to provide your zip code, some features of our mobile applications may not be available to you. To opt-out of receiving push notifications from our mobile applications, adjust the permissions in the settings section of your device or delete the mobile application.

9.5.2. On-the-Go Ordering

On-the-Go Ordering is a feature that is integrated within certain of our mobile applications. In order to use On-the-Go Ordering, you must be enrolled in the DDPerks program and logged into your DDPerks account. While certain offers may not be available for On-the-Go Ordering purchases in our mobile applications, applicable DDPerks points will automatically be applied to your order. This feature is only available in participating locations, and menu items and prices may vary by location and franchisee. In addition, not all menu items may be available or in-stock through On-the-Go Ordering. If any item from your order is not available or not in stock when you arrive, the franchisee will give you the opportunity to choose a substitute item, or you may request a refund for that item. On-the-Go Ordering is subject to these Terms and may be subject to additional terms and conditions as described in our mobile applications or in store by the applicable franchisee.

10. **Dunkin' Brands Cards**

The following terms and conditions below govern use of Dunkin' Brands Cards, which include both (1) physical cards and (2) electronic cards that are purchased or used through our mobile applications.

10.1 General Terms

Dunkin' Brands Cards are good only toward purchase of Dunkin' Donuts or Baskin-Robbins products at participating US Dunkin' Donuts or Baskin-Robbins locations. You may use them in-store or, to the extent applicable, through certain portions of the DD/BR Online Services. No expiration date or management fees apply. The purchase and/or reload of a Dunkin' Brands Card with another Dunkin' Brands Card is prohibited. Card value may not be redeemed for cash, check or credit, unless required by law. Use of card constitutes acceptance of these terms. We are not responsible for lost or stolen cards. Replacement cards for lost or stolen registered cards are issued for the remaining balance reflected in our records at the time reported lost or stolen. Dunkin' Brands Cards may not be resold by any unauthorized vendors. Unauthorized resale or attempted resale is grounds for cancellation. Dunkin' Brands Cards obtained through unauthorized channels will be void. Dunkin' Brands Cards are issued by SVC Service II Inc. Visit DunkinDonuts.com or call 1-800-447-0013 to check the balance on the card or for customer service (please have card number ready).

10.2 Card Registration

We strongly encourage you to register your Dunkin' Brands Card as soon as you receive it so you can obtain a replacement card in case you lose the physical card, delete our mobile applications, or your device is lost or stolen. You can register a Dunkin' Brands Card by (1) signing into your DDPerks account either through our website or on the applicable mobile application, and (2) adding the card to your account.

10.3 Sending Cards as Gifts.

You may purchase and send a Dunkin' Brands Card to yourself or as a gift using the "Gift" functionality (sometimes referred to as "mGift" or "eGift") through certain portions of the DD/BR Online Services, including our mobile applications. When using the "Gift" functionality, you are the "Gift Sender" and the individual person receiving the Dunkin' Brands Card is the "Gift Recipient". Use of the Gift functionality constitutes acceptance of these terms by both Gift Sender and Gift Recipient. The Dunkin' Brands Card terms and conditions above, as well as the additional terms and conditions below apply to all transactions:

10.3.1 Sending a Dunkin' Brands Card. You may send a Dunkin' Brands Card using various means including email, text message, social media platforms, or through certain of our mobile applications. If you send a Dunkin' Brands Card using a text message, standard message rates will apply to both the Gift Sender and Gift Recipient. Text messages sent to an international phone number are subject to international messaging rates.

10.3.2 Dunkin' Brands Card Delivery. Gift Sender is responsible for ensuring that the address of Gift Recipient is correct. We are not responsible and have no liability for any Dunkin' Brands Card that is undeliverable, not received by Gift Recipient or claimed by someone other than Gift Recipient as a result of inaccurate information provided by Gift Sender. You may not return or cancel your Dunkin' Brands Card after it is received or if same-day delivery was requested. Please contact **Customer Support** (with your order number and email address) if you believe the delivery address is incorrect or if you have questions about whether you may cancel your order.

10.3.3 Personalized Messaging. Gift Sender may add a personal message (character-limited) to the Dunkin' Brands Card at no additional charge by typing the message in the applicable message field. Inappropriate, offensive or otherwise objectionable messages are prohibited. We are not responsible for the content of any personalized message.

11. **Dunkin' Brands' Disclaimer of Warranty and Limitation of Liability**

To the fullest extent allowed by applicable law, Dunkin' Brands 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 DD/BR Online Services or any materials available in any DD/BR Online Service. Dunkin' Brands shall not be liable even if Dunkin' Brands or a Dunkin' Brands 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, Dunkin' Brands does not make any warranty, express or implied, as to accuracy, reliability or availability of any of the DD/BR Online Services. Without limiting the generality of the preceding sentence, Dunkin' Brands 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 DD/BR Online Services.

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

Except as set forth below, in no event will Dunkin' Brands 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 DD/BR Online 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 Dunkin' Brands' 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.

12. Copyright and Trademark

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

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

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

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

This DMCA statement constitutes part of the legal terms and conditions governing all users of the DD/BR Online Services. In compliance with the DMCA (Title 17, United States Code), Dunkin' Brands 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. Dunkin' Brands also reserves the right to remove and disable access to any user-posted material which, in Dunkin' Brands' sole judgment, may be infringing or violating another's intellectual property right, whether or not Dunkin' Brands has been notified by the rights holder.

13.1. Repeat Infringer Policy

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

13.2. Designated Agent

In compliance with the DMCA, the Designated Agent for Dunkin' Brands to receive notifications of claimed infringement relating to any of the DD/BR Online Services as outlined below.

By mail: Dunkin' Brands, Inc., 130 Royall Street, Canton, MA 02021

By telephone: 781-737-3518

By email: generalcounsel@@dunkinbrands.com

13.3. Notice of Claimed Copyright Infringement

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

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

13.3.2. 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;

13.3.3. 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;

13.3.4. 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;

13.3.5. 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

13.3.6. 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.

13.4. 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 DD/BR Online 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:

13.4.1. your physical or electronic signature;

13.4.2. 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;

13.4.3. 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

13.4.4. 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 Dunkin' Brands receives a valid counter-notification, it may reinstate the removed or disabled material in accordance with the DMCA.

13.5. 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.

14. **Third Party Links and Services**

14.1. Third Party Links

The DD/BR Online 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 DD/BR Online Services in ways that are beyond our control. We cannot control the content, functionality or accuracy of Third Party Services, even if someone from Dunkin' Brands 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.

14.2. Third Party Social Networking Services and Logins

The DD/BR Online 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**"). Logging in or directly integrating these Social Networking Services with the DD/BR Online 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.

14.3. Third Party Products

The DD/BR Online Services may be accessed on third-party devices or other products ("**Third Party Products**"). For example, you may be able to access the DD/BR Online Services using voice functionality services available through the microphone on a Third Party Product. 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.

15. Errors and Inaccuracies.

The DD/BR Online Services may contain errors, inaccuracies or omissions related to product descriptions, pricing, promotions, offers, availability and other information. If any information in the DD/BR Online Services is inaccurate, incomplete or out of date, we reserve the right to correct, change or update such information or to cancel orders related to such information (including after you have submitted an order) without prior notice and issue a refund for amounts paid. We cannot guarantee that your computer's display of color or other product features is accurate. If any product that you purchase is not satisfactory to you, your sole remedy is to return it (unused) for a refund.

16. Feedback and Submissions

Dunkin' Brands is unable to accept unsolicited ideas. By submitting any material to us through any of the DD/BR Online Services, you expressly grant to Dunkin' Brands 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 Dunkin' Brands 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.

17. Geographical Scope of the DD/BR Online Services

Dunkin' Brands controls and operates the DD/BR Online Services from within the United States. Dunkin' Brands makes no representation that any materials on the DD/BR Online Services are appropriate or available for use outside the United States. If you access the DD/BR Online Services from outside the United States, be advised the DD/BR Online Services may contain references to products and services that are not available or are prohibited in your country. All visitors to and users of the DD/BR Online Services are responsible for compliance with all local laws applicable to them with respect to the content and operation of the DD/BR Online Services. The DD/BR Online 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 Dunkin' Brands or its affiliates to any registration requirement within such jurisdiction or country.

This English-language set of terms is Dunkin' Brands' official statement of its terms of use for all the DD/BR Online Services. In case of any inconsistency between these English-language set of terms and its translation into another language, these English-language Terms prevail.

18. Franchise Prospects

If you are a franchisee or potential franchisee, you may use the DD/BR Online Services for the purpose of learning about the Dunkin' Brands franchise system or operating your franchise. If you choose to, you may also submit an electronic application seeking consideration as a prospective franchisee via **www.dunkinfranchising.com**.

Certain materials on the DD/BR Online Services describe the Dunkin' Brands system. They do not constitute an offering for the sale of a franchise. Such offering is only commenced by our delivery of the Franchise Disclosure Document to you in compliance with the Federal Trade Commission Rule on Franchising and various state laws regulating the sale of franchise opportunities.

19. 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.

20. Agreement to Arbitrate Disputes

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. YOU AND DUNKIN’ BRANDS 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 Dunkin’ Brands and its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, “**Dunkin’ Brands**”) arising from or relating to (a) your misuse of the DD/BR Online 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. Dunkin’ Brands will provide such notice by e-mail to your e-mail address on file with Dunkin’ Brands and you must provide such notice by e-mail to customerservice@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 Dunkin’ Brands 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, Dunkin’ Brands 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 Dunkin’ Brands for all fees associated with the arbitration that Dunkin’ Brands 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. Dunkin' Brands and you agree that any Covered Dispute will be submitted to arbitration on an individual basis only. **Neither Dunkin' Brands 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 Dunkin' Brands in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND DUNKIN' BRANDS 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 Dunkin' Brands at customerservice@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 DD/BR Online 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 DD/BR Online 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.

21. 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 DD/BR Online Services by any authority.

22. Notice to California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

The provider of the DD/BR Online Services is Dunkin' Brands, Inc.,
130 Royall Street, Canton, MA 02021.

You may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210. Their website is located at: <http://www.dca.ca.gov>.

Any California residents under the age of eighteen (18) who have registered to use the DD/BR Online Services and who have posted content or information on the DD/BR Online Services, can request that such information be removed from the DD/BR Online Services by contacting us at customerservice@dunkinbrands.com. Requests must state that the user personally posted such content or information and detail where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view.

23. California Transparency in Supply Chains

We are dedicated to conducting business in compliance with all laws, regulations and ethics of fairness and human decency, both nationally and internationally. We seek to use suppliers who share our commitments,

and agree to abide by our supplier code of conduct.

We screen suppliers on many business related criteria as well as their compliance with matters of law. We seek partners that comply with government regulations, including those concerning human ethics. Our suppliers are required to acknowledge, and agree to, our Supplier Code of Conduct.

We conduct periodic on-site, announced and unannounced, visits to our manufacturing and distribution facilities around the globe, during which our employees, third party auditors and other designated associates inspect facilities and observe conditions, workers and practices as well as the suppliers compliance with our supplier Quality management systems, supplier Code of Conduct or contract terms, as applicable.

We maintain accountability standards, including a Code of Conduct for our employees and a supplier Code of Conduct for our suppliers. If we determine that our employees or suppliers are engaged in slavery or human trafficking, our employees will be disciplined, up to and including termination, and our supplier relationships terminated.

All of our employees who are involved in supplier management are trained annually on administering our supplier Code of Conduct. In addition, all employees participate in an annual employee Code of Conduct training.

24. General Provisions

No delay or failure on the part of Dunkin' Brands to enforce any part of these Terms will constitute a waiver of any of Dunkin' Brands' rights under these Terms whether for past or future actions on the part of any person. Neither the receipt of any funds by Dunkin' Brands nor the reliance of any person on Dunkin' Brands' 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 Dunkin' Brands 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 Dunkin' Brands but you may not assign them without the prior express written consent of Dunkin' Brands. The headings and captions contained herein are for convenience only.

25. Contact Dunkin' Brands

If you have questions regarding any of these Terms, you can email us at customerservice@dunkinbrands.com, call us at 1-800-859-5339, send us a fax at 1-781-737-4000, or write to us at Dunkin' Brands Customer Service, Dunkin' Brands, Inc., 130 Royall Street, Canton, MA 02021.

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