

**Dine Brands Global, Inc.**  
**Terms of Use**

Effective Date: June 1, 2022

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.**

**1. OVERVIEW**

1.1. This Terms of Use ("**Terms**") is a legal agreement between you and Dine Brands Global, Inc. and its subsidiaries and affiliates (collectively, "**Dine Brands**," "**us**," "**our**," and "**we**") governing your access to and use of the websites and online services that Dine Brands operates and that link to these Terms (collectively, "**Site**" or "**Sites**"). By accessing and using the Site, you agree to be bound by and comply with these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use the Site.

**BY ACCESSING AND USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS.**

1.2. We may update these Terms from time to time. All changes will be effective immediately upon posting to the Site. We will notify you of any material changes to these Terms either by posting on the Site or otherwise communicating them to you. By using the Site after changes are posted, you agree to those changes.

**THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES (SECTION 10), DISCLAIMERS OF LIABILITY (SECTION 11), AS WELL AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECT YOUR RIGHTS FOR RESOLVING ANY DISPUTE WITH US (SECTION 13).**

**2. CONTENT AND USE RIGHTS**

2.1. The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the "**Content**") are exclusively the property of Dine Brands or, as applicable, its vendors or its licensors. Except for the rights expressly granted to you in the next section, Dine Brands reserves all other rights in and to the Site and Content, including all intellectual property rights.

2.2. You may only use the Site or Content for your personal, non-exclusive use so long as you comply with these Terms and all other terms posted throughout the Site as applicable to you (if any). You may only use the Site and Content for their intended purposes for which they are made available to you by Dine Brands.

2.3. The Site is intended for use in the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United States. If you choose to

access the Site from a location other than the United States, you do so at your own risk. **THE EXISTENCE OF THE SITE OR ANY CONTENT SHALL NOT BE CONSTRUED AS DINE BRANDS OR ITS REPRESENTATIVES OFFERING THE SITE OR CONTENT TO PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE OR CONTENT IS PROHIBITED BY LAW.**

2.4. You may not access, use, or copy any portion of the Site or of the Content through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within any of the Content. Except as expressly authorized by us in writing, in no event will you reproduce, redistribute, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Site or the Content or any access to or use of the Site or the Content.

2.5. You represent and agree that all information that you provide to us in connection with your access to and use of the Site is true, accurate, and complete to the best of your knowledge and belief.

### **3. PRIVACY POLICY**

Information that you provide to us or that we collect about you through your access to and use of the Site is subject to our Privacy Policy. We encourage you to read our [Privacy Policy](#).

### **4. INTELLECTUAL PROPERTY**

You acknowledge and agree that the Site and its Content constitute valuable intellectual property and proprietary information of Dine Brands or its licensors and content providers that is protected by applicable laws and treaties of the United States and other countries and that you acquire no ownership interest by accessing or using the Site or the Content. Dine Brands owns certain trademarks, names, logos, insignia, or service marks (“**Marks**”). You do not have the right to use any Marks except as expressly agreed to in writing by Dine Brands. In addition, the Site may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third party's consent.

### **5. COPYRIGHT POLICY**

If you are a copyright owner who believes in good faith that your copyrighted material has been reproduced, posted, or distributed on the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by:

#### **U.S. Mail**

Dine Brands Global  
Attention: Compliance Officer—DMCA Copyright Agent  
450 N. Brand Blvd., 7th Floor

Glendale, CA 91203

**Email**

[dmca@dinebrands.com](mailto:dmca@dinebrands.com)

Please include the following information in your written notice: (i) your contact information, including your name, address, telephone number, and email address; (ii) identification and description of each copyrighted work that you claim has been infringed; (iii) the exact URL or location of the material that you claim is infringing; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and (vi) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owners.

**6. TERMINATION OF ACCESS**

6.1. Dine Brands reserves the right, in its sole discretion, to terminate your access to all or part of the Site, without notice or liability, for any reason including, but not limited to: (a) the unauthorized use of any username or password; or (b) the breach of any agreement between you and Dine Brands including, without limitation, these Terms. Following any such termination of access, you will continue to be bound hereunder to the fullest extent applicable.

6.2. Upon being notified that your access is terminated, you must destroy any materials you have obtained from the Site. You may not access the Site after your access is terminated without our written approval. After terminating your access, Dine Brands will retain all rights, including all intellectual property rights, proprietary rights, and licenses retained in these Terms, and the limitations upon your use and treatment of Content will remain in full force.

**7. USER CONDUCT**

In connection with your access and use of the Site, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. Not in limitation of the previous sentence, in connection with your use of the Site, you may not cause or permit any person to do any of the following:

- a. use the Site or Content for any unlawful purpose;
- b. use the Site to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- c. submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud, or falsify information in connection with your use of the Site.

- d. impose an unreasonably or disproportionately large load on the Site or otherwise interfere with or inhibit any other user of this Site from using or enjoying the Site;
- e. use the Site to post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind;
- f. use the Site to post or transmit any information which is invasive of another's privacy or publicity rights or that otherwise violates or infringes in any way upon the rights of others, including any third party's intellectual property rights; and
- g. use the Site to post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication.

## **8. FEEDBACK AND OTHER CONTENT SUBMITTED BY YOU**

If you submit comments or feedback to us regarding the Site or its content, or any other comments, questions, requests, content, or information that is not personal information (“**Feedback**”), we may use such Feedback in our discretion and without attribution or compensation to you.

## **9. THIRD-PARTY WEBSITES; LINKING TO THE SITE**

9.1. The Site may link to, or be linked to, to other websites which are not maintained or controlled by Dine Brands. We are not responsible for examining or evaluating the content or accuracy of such third-party websites, and we make no representations whatsoever concerning the content or accuracy of, opinions expressed in, or other links provided by such websites. The inclusion of any hyperlink to third-party websites does not imply endorsement by Dine Brands of those websites or any products or services referred to therein. The terms of service and privacy policies applicable to third-party websites may be different from those applicable to our Site. If you decide to access any third-party website through a link within our Site, you do so entirely at your own risk, and Dine Brands will have no liability for any loss or damage arising from your access or use of any third-party website. Since Dine Brands is not responsible for the availability of these websites or their contents, you should direct any concerns regarding a third-party website to the administrator of that website. You agree that you will bring no suit or claim against us arising from or based upon any such use of external websites. Hyperlinks to other websites that are provided on the Site are not intended to imply that: (a) we are affiliated or associated with any third-party website; or (b) any linked website is authorized to use any of our trademarks, trade names, logos, or copyrights.

9.2. Images of the Dine Brands logo can only be used to link to the Site; any other use of the Dine Brands logo can only be made with our express written permission. By linking to the Site, you agree that you will not misrepresent your relationship with us or present false or misleading impressions about us. No hyperlinks to the Site may be used in a manner that implies or suggests that Dine Brands approves or endorses you, your website, or your goods and services. We will have no responsibility or liability for any content appearing on your

website. No hyperlink may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

9.3. We reserve the right, at any time and in our sole discretion, to request that you remove from your website all hyperlinks or any particular hyperlink to the Site. We may at any time, in our sole discretion, with or without cause, withdraw the permission granted herein to use the Dine Brands logo and your right to link to any pages on the Site. Upon our request, you agree to immediately remove all hyperlinks to the Site and to cease using the Dine Brands logo for linking purposes. Thereafter, your posting of any future hyperlinks to the Site will require our express written permission.

## **10. DISCLAIMER**

**THE SITE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, DINE BRANDS AND ITS CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE USE OF THIS SITE OR ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THE USE OF THIS SITE OR ANY SUCH THIRD PARTY WEBSITE WILL ALLOW YOU TO OBTAIN ANY PARTICULAR RESULTS WHATSOEVER; (C) THE CONTENT OR ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THIS SITE OR ANY THIRD PARTY WEBSITE ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, OR OF ANY PARTICULAR VALUE OR QUALITY; (D) ANY DEFECTS IN THE SITE OR IN THE CONTENT WILL BE CORRECTED; OR (E) THE SITE AND THE CONTENT ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS.**

## **11. LIMITATION OF LIABILITY**

11.1. In no event will Dine Brands, its contractors, suppliers, content-providers, and other similar entities, and the officers, directors, employees, representatives, and agents of each of the foregoing (collectively, our "**Representatives**"), be liable to you or any third party for any losses or damages, alleged under any legal theory, arising out of or in connection with: (a) your use of, or reliance on, the Site or the Content; (b) our performance of or failure to perform our obligations in connection with these Terms; (c) the defamatory, offensive, or illegal conduct of other users of the Site or of third parties; or (d) your purchase or use of any goods or services provided by third parties.

11.2. Under no circumstances will Dine Brands or our Representatives be liable to you or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to

property, loss of use, business interruption, and claims of third parties) arising out of or in connection with these Terms or the use of the Site or the Content, or the transmission of information to or from the Site over the Internet, even if we were advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of Dine Brands and the Representatives will be limited in accordance with these Terms to the extent permitted by law.

11.3. Without limiting any of the foregoing, if Dine Brands or any of its Representatives is found liable to you or to any third party as a result of any claims or other matters arising under or in connection with these Terms, the Site, or your use of the Site, the maximum liability for all such claims and other matters will not, in any calendar year, exceed the greater of the amount you paid for use of the Site or \$100.

## **12. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Dine Brands, and our officers, directors, employees, representatives, and agents, from and against all claims, demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees), arising out of: (a) content, Feedback, data, or information that you submit, post to, or transmit through the Site; (b) your access to and use of the Content, the Site, and other materials, products, and services available on or through the Site and Dine Brands; (c) your violation of these Terms; (d) your violation of any rights of any third party; (e) your website; and (f) any unauthorized use of a username, password, or account number. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you hereunder.

## **13. BINDING ARBITRATION; CLASS ACTION WAIVER**

This section applies to any dispute **EXCEPT DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR OR DINE BRANDS' INTELLECTUAL PROPERTY RIGHTS**. The term "dispute" means any dispute, action, or other controversy between you and Dine Brands arising out of or in connection with these Terms (including without limitation our Privacy Policy) and/or your use of the Site, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. The term "dispute" will be given the broadest possible meaning allowable under law.

13.1. **Notice of Dispute.** In the event of a dispute, you or Dine Brands must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Dine Brands Global, Inc., Attention: Legal Department, 450 N. Brand Blvd., 7th Floor Glendale, CA 91203. Dine Brands will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and Dine Brands will attempt to resolve any dispute through informal negotiation

within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Dine Brands may commence arbitration.

**13.2. Small Claims Court.** You may also litigate any dispute in small claims court in your county of residence or Los Angeles County, California, U.S.A. if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

**13.3. Binding Arbitration.** If you and Dine Brands do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by individual confidential binding arbitration governed by the Federal Arbitration Act ("**FAA**"). Class arbitrations are not permitted. You are giving up the right to litigate disputes in court before a judge or jury (or participate in court as a party or class member). Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. You will have a reasonable opportunity to participate in the process of choosing an arbitrator. Any court with jurisdiction over the parties may enforce the arbitrator's award.

**13.4. Class Action Waiver.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Dine Brands will seek to have any dispute heard as a class action, Private Attorneys General Act action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

**13.5. Arbitration Procedure.** Any arbitration will be conducted by JAMS under its comprehensive arbitration rules and procedures. If you are a consumer as defined by JAMS, the JAMS Consumer Arbitration Minimum Standards will also apply which include the right to an in-person hearing. You agree to commence arbitration only in your county of residence or in Los Angeles County, California, U.S.A. The arbitrator is authorized to award all relief, and only that relief, available under applicable law (i.e., the relief that would have been available to the parties had the dispute been heard in court), subject to these Terms. Any exchange of information will adhere to the JAMS rules. The arbitrator's award will consist of a written statement providing for the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. For more information, review the JAMS website. You or Dine Brands may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect its rights or property pending the completion of arbitration.

**13.6. Fees and Costs.** If you are a consumer (as defined under JAMS rules) and you commence arbitration against Dine Brands, the only fee required to be paid is an initial case management fee which is approximately equivalent to current court filing fees. All other costs will be borne by Dine Brands. If Dine Brands commences arbitration against a consumer, Dine Brands will pay

for all costs associated with the arbitration. If you are not a consumer, then you and Dine Brands each will pay a pro rata share of the arbitration costs. The parties are responsible for paying their own attorneys' fees. For arbitrations outside of California, the arbitrator shall have the authority to award attorneys' fees and costs to the prevailing party if such an award is allowed by law. For arbitrations within California, the arbitrator shall have the authority to award attorneys' fees and costs to a claimant who prevails against Dine Brands if such an award is allowed by law.

**13.7. Claims or Disputes Must Be Timely Filed.** To the extent permitted by law, any claim or dispute to which this Section 13 applies must be filed within one year in small claims court pursuant to Section 13.2 of these Terms or in arbitration pursuant to Section 13.3 of these Terms, unless a longer limitations period for bringing such claims is provided by law. The limitations period begins when the claim or Notice of Dispute first could be filed. If such a claim or dispute is not filed within the relevant limitations period, it is permanently barred.

**13.8. Conflict with JAMS Rules.** These Terms govern to the extent they conflict with JAMS Comprehensive Arbitration Rules and Procedures.

**13.9. Severability.** If the class action waiver in Section 13.4 of these Terms is found to be illegal or unenforceable as to all or some parts of a dispute, then this Section 13 will not apply to those parts. Instead, those parts of the dispute will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this Section 13 is determined to be illegal or unenforceable, that determination will not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect. If necessary to effectuate the intent of the parties to resolve a dispute through arbitration, a court of competent jurisdiction should reform this Agreement.

## **14. MISCELLANEOUS**

14.1. These Terms constitute the entire agreement with respect to your access to and use of the Site and the Content.

14.2. These Terms will be construed and enforced in accordance with the laws of the State of California, without giving effect to their principles of conflicts of law. By using the Site, you waive any claims that may arise under the laws of other states, countries, territories, or jurisdictions.

14.3. Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.

14.4. Any provisions of these Terms that are reasonably inferable to have been intended to survive termination (including, but not limited to, any provisions regarding limitation of our

liability or indemnification) will continue in effect beyond any such termination of access to this Site.

14.5. These Terms do not confer any rights, remedies, or benefits upon any person other than you.

14.6. We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

14.7. Our waiver of any breach of these Terms will not be a waiver of any preceding or subsequent breach thereof.

14.8. If any provision of these Terms is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions.

14.9. Possible evidence of use of the Site for illegal purposes may be provided to law enforcement authorities.

14.10. Discontinuation of use of this Site is your sole right and remedy for any dissatisfaction with the Site or any of the Content.

## **15. OTHER AGREEMENTS**

If you have entered into a separate written agreement with Dine Brands with respect to your use of the Site or any Content, that agreement will supersede these Terms to the extent they are in conflict.

## **16. CONTACT US**

Please direct any questions and concerns regarding these Terms at:

Dine Brands Global, Inc.  
450 N. Brand Blvd., 7th Floor  
Glendale, CA 91203  
(866) 926-5019  
[privacydesk@dinebrands.com](mailto:privacydesk@dinebrands.com)