

Dunkin Donut - Internet Service

TERMS & CONDITIONS FOR USE OF GUEST INTERNET SERVICES

Welcome to the Guest Internet Access Services of Dunkin Donut

Welcome to our website. This website, and the services offered on it are operated by or on behalf of Galadari Food and Beverage Co LLC, otherwise known as 'Dunkin'.

Whether you are visiting our website on the web, by WAP or on a PDA, you are agreeing to comply with the terms and conditions listed below. We may change these terms and conditions from time to time and will amend the website accordingly. These terms should be read together with our Privacy Statement. Please check these terms carefully each time you visit our website.

We may ask you to provide us with information from time to time when you use our website. By providing us with information, you warrant that the information is true, accurate, current, and complete. You agree to notify us immediately of any changes to the information.

1. Privacy and data protection

- 1.2. Any personal data you provide will be collected, processed, and stored in accordance with our Privacy Notice. We are committed to protecting your personal information and ensuring it is used in compliance with applicable data protection laws and regulations.
- 1.2. The information you provide will only be used for the purposes specified at the time of collection, such as to provide the requested services, manage your account, or communicate with you as necessary.
- 1.3. We will only ask for personal data that is necessary for the purpose of providing you with services or managing your account.
- 1.4. By submitting your personal data, you are agreeing to the terms of our Privacy Notice and providing consent to the collection, use, and storage of your information as outlined in that notice.

2. Information, user names and passwords

- 2.1. For certain services on our website, you may be required to choose an identifier, such as a user name or password. The identifier you choose must not be obscene, threatening, menacing, racist, offensive, derogatory, defamatory or in violation of any intellectual property or proprietary rights of any third party.
- 2.3. Sometimes we may provide you with a password when you register to access a service on our website.
- 2.4. Whether you have selected your identifier(s), or we have allocated it to you, we may change it at any time in our sole and absolute discretion without prior notice.
- 2.5. It is your responsibility to ensure the security of your password and the device that you use. You are responsible for all actions that take place as a result of access to your account via your password and accept that a breach of these terms by anyone to who

3. Your use of the website

- 3.1. All copyright, trademarks, patents and other intellectual property rights in any material or content (including without limitation software, data, applications, information, text, photographs, music, sound, videos, graphics, logos, symbols, artwork and other material or moving images) contained in or accessible via the website ("Content") is either owned by us or has been licensed to us by the owner(s) for use as part of the website.
- 3.2. We grant you a non-exclusive, non-transferable right to view and use the website and the Content via your PC, mobile telephone or other access device for private, non-commercial purposes only and subject to your strict compliance with these terms. You may copy the Content in an unchanged form for private use on your own PC, mobile phone or other access device if such copying is required for the proper use of the website, or the Content, and such copying is permitted by the copyright owner.
- 3.3. Unless you have the written permission of the owner, you may not
 - * Commercially exploit the Content,
 - * pass Content on to third parties or allow third parties to access it, unless it is for their personal use and you acknowledge the website as the source of the material, or
 - * Sometimes we may provide you with a password when you register to access a service on our website.
 - * change, edit, modify, reformat or adapt Content in any other way.
- 3.4. Unauthorised use of this website may give a claim to damages and be a criminal offence. You should notify us immediately if you become aware of any unauthorised use or copying of any Content or any part of the website or any unauthorised access to or other unauthorised activity in connection with the website.
- 3.5. By accessing our website, you grant us a perpetual, irrevocable, royalty-free, world-wide licence to reproduce, transfer, modify, adapt and / or publish any Content provided by you to us by email or otherwise on the website as we see fit and without notice to you, unless you have indicated otherwise in such communication.
- 3.6. We try extremely hard to ensure that information on our website is current and accurate. However, your use of any information or materials on this website is entirely at your own risk. We make no representations or warranties of any kind as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website. We expressly exclude liability for any inaccuracies or errors and it is your responsibility to ensure that any products, services or information available through this website meet your requirements. In no event will we be liable for any loss or damage arising out of or in connection with this website.

4. The internet and third-party websites - disclaimer

- 4.1. You acknowledge that we are unable to exercise control over the security or subject matter of third-party content transmitted or accessible via the website and we exclude all liability of any kind for the transmission or reception of illegal or unlawful content.
- 4.2. This website may be used by you to link to other web sites, resources and/or communications networks. We accept no responsibility for their content or services.
- 4.3. We endeavour to ensure the security of your communications; however these will pass over third-party networks over which we have no control. There is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. The Internet is not a secure environment. Unwanted programs or material may be downloaded without your knowledge, which may give unauthorised persons access to information stored on your PC, mobile phone or other access device. These programs may perform actions that you have not authorised, possibly without your knowledge.
- 4.4. We accept no liability for any loss or damage resulting from your use of the Internet and/or third-party web sites or content accessed via our website.

5. Fair usage policy

5.1. We have determined that our ability to provide good service may be impaired when a visitor uses a service excessively. Accordingly, to ensure the fair allocation of network resources for all our website visitors, we reserve the right to restrict your usage, if your usage is significantly greater than typical usage by our other visitors.

when we are required to do so to meet our legal or regulatory obligations.

6. Trademarks

6.1. The word or mark "Dunkin'" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trademarks of Dunkin'.

6.2. You shall only make fair use of the trademarks and will not use them

- * as or as part of your own trademarks,
- * in a manner which is likely to cause confusion,
- * to identify offers to which they do not relate,
- * to imply endorsement or otherwise of offers and services to which they do not relate, or
- * in any manner which does or may cause damage to our reputation.