Effective Date: June 6, 2016

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## Contents & Summary

1. [**You Accept These Terms**](https://www.wendys.com/terms-and-conditions#section_1)**.** Each time you access and/or use the Site, you agree to be bound by these Terms and any additional terms that will apply to you.
2. [**Updates to Terms**](https://www.wendys.com/terms-and-conditions#section_2)**.** These Terms and additional terms posted on this Site at each time of use apply to that use, prospectively. You agree that we may provide notice to you of updated terms by posting them on the Site.
3. [**Legal Capacity**](https://www.wendys.com/terms-and-conditions#section_3)**.** You represent that you have the legal capacity to enter into the agreement set out in these Terms.
4. [**You Must Provide Accurate Information**](https://www.wendys.com/terms-and-conditions#section_4)**.** The information you submit to the Site must be correct. We can refuse access to the Site if we learn that information you have provided is inaccurate.
5. [**Online Privacy Policy**](https://www.wendys.com/terms-and-conditions#section_5)**.** You agree to the terms of our [Privacy Policy](https://www.wendys.com/privacy-policy).
6. [**Disclaimer of Warranties**](https://www.wendys.com/terms-and-conditions#section_6)**.** We disclaim warranties and provide the Site "As Is."
7. [**Limitation of Liability**](https://www.wendys.com/terms-and-conditions#section_7)**.** Our liability is limited.
8. [**Binding Arbitration**](https://www.wendys.com/terms-and-conditions#section_8)**.** Any disputes under these Terms will be resolved on an individual basis through binding arbitration, with no class relief.
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11. [**Forums**](https://www.wendys.com/terms-and-conditions#section_11)**.** Wendy's is not responsible for information you post on our Site.
12. [**Submissions, Postings and E-mails**](https://www.wendys.com/terms-and-conditions#section_12)**.** We do not accept unsolicited ideas through your submissions, postings and e-mails and will not pay for them.
13. [**Invited Submissions**](https://www.wendys.com/terms-and-conditions#section_13)**.** From time to time, we may invite you to submit content to the Site. We will not pay for invited submissions.
14. [**Our Use of Content**](https://www.wendys.com/terms-and-conditions#section_14)**.** Wendy's will consider anything you provide to us as free of any obligations to you.
15. [**User Content**](https://www.wendys.com/terms-and-conditions#section_15)**.** You grant Wendy's a royalty-free, perpetual, non-exclusive, unrestricted license to your User Content.
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17. [**Responsible Use of Site**](https://www.wendys.com/terms-and-conditions#section_17)**.** You may only use the Site for lawful purposes.
18. [**Content Limitations**](https://www.wendys.com/terms-and-conditions#section_18)**.** You may not post material that defames others or is otherwise unlawful and harmful.
19. [**Release**](https://www.wendys.com/terms-and-conditions#section_19)**.** You release us from any claims relating to third-parties.
20. [**Indemnity**](https://www.wendys.com/terms-and-conditions#section_20)**.** You will indemnify and hold Wendy's harmless for material you post.
21. [**System Abuse**](https://www.wendys.com/terms-and-conditions#section_21)**..** You may not abuse the system.
22. [**Security**](https://www.wendys.com/terms-and-conditions#section_22)**.** Your usernames and passwords for this Site are for your use only and you are responsible for their security.
23. [**Violation of Security Systems**](https://www.wendys.com/terms-and-conditions#section_23)**.** You may not tamper with the system for this Site or the accounts of others.
24. [**Wendy's Responsible Disclosure Program**](https://www.wendys.com/terms-and-conditions#section_24)**.** Researchers are encouraged to share the details of any suspected vulnerability in a Wendy’s product with the Wendy’s Information Security team by following the process outlined in this policy.
25. [**Investigations**](https://www.wendys.com/terms-and-conditions#section_25)**.** Wendy's reserves the right to investigate suspected violations of these Terms.
26. [**Service**](https://www.wendys.com/terms-and-conditions#section_26)**.** In order to use this Site, you must obtain access to the World Wide Web and pay any related fees for the same. We are not responsible for your access to the Site.
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28. [**Local Regulations**](https://www.wendys.com/terms-and-conditions#section_28)**.** Wendy's makes no representation that the Site is available for use outside of the United States.
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31. [**Jurisdictional Issues**](https://www.wendys.com/terms-and-conditions#section_31)**.** The Site is designed to provide information regarding products in the United States and other locations around the world.
32. [**Choice of Law**](https://www.wendys.com/terms-and-conditions#section_32)**.** Ohio law will apply to these Terms.
33. [**Electronic Transactions**](https://www.wendys.com/terms-and-conditions#section_33)**.** You agree that all of your transactions with or through the Site may, at our option, be conducted electronically.
34. [**Career Opportunities**](https://www.wendys.com/terms-and-conditions#section_33)**.** Postings on the "Careers" sections of this Site do not represent an offer of employment and are subject to the [Careers Submission Terms](https://www.wendys.com/privacy-policy#other-important-information).
35. [**Notice for California Users**](https://www.wendys.com/terms-and-conditions#section_35)**.** California users of the online services are entitled to consumer rights notice.
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40. [**General**](https://www.wendys.com/terms-and-conditions#section_40)**.** If any portion of this agreement is deemed unenforceable, the remaining provisions will survive.

## Terms and Conditions

### 1. You Accept These Terms

If you do not agree with any of these Terms, including the [Privacy Policy](https://www.wendys.com/privacy-policy) incorporated herein, please do not use this Site. By using this Site you will be deemed to have irrevocably agreed to these Terms. Some areas of this Site may be subject to additional terms and conditions, which you should read carefully before making any use of those areas. Such additional terms will not change or replace these Terms regarding use of this Site, unless otherwise expressly stated.

### 2. Updates to Terms

Please note that these Terms may be revised and reissued, prospectively by posting updated terms on this Site. You consent and agree to receive notices of updates of these Terms through our posting of updated Terms on the Site. You should visit this page regularly to review the current terms. Your continued use of the Site will be deemed as irrevocable acceptance of any revisions.

### 3. Legal Capacity

This is a general audience Site for adults. We will assume (and by using this Site you warrant that) you have legal capacity to enter into the agreement set out in these Terms (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

### 4. The Information You Give Us Must be Correct

To access this Site or some of the resources it has to offer, you may be asked to provide registration details. It is a condition of use of this Site that all the details you provide be correct, current, and complete. If we at Wendy's believe the details are not correct, current, or complete, we have the right to refuse you access to the Site, or any of its resources, and to terminate or suspend your account.

You agree that all uses of the identifier established for you during a registration or similar process will be attributed to and legally bind you and may be relied upon by us and our agents, affiliates, and other third parties with whom we work in order to provide the Site, content, programs, profiles or other services as being a use made by you, even if someone else used your identifier.

### 5. Online Privacy Policy

Your privacy is important to us. To better protect your privacy, we provide a notice explaining our online information practices and the choices you can make about the way your information is collected and used at this site. [Click here](https://www.wendys.com/privacy-policy) to show this notice, which forms part of these Terms.

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YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, AND OTHER CONTENT IN THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SITE, WENDY'S AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF WENDY'S DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WENDY'S DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WENDY'S DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SITE OR ANY WEBSITES LINKED TO THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WENDY'S MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT IN THE SITE OR ANY WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WENDY'S ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SITE OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IF YOU ARE ACCESSING THIS SITE IN THE UNITED KINGDOM, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER PARTY OR THEIR SERVANTS, AGENTS OR EMPLOYEES.

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### 8. Binding Arbitration of All Disputes; No Class Relief

**(a) U.S. Residents:** EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS WILL BE RESOLVED BY INDIVIDUAL (NOT CLASSWIDE, COLLECTIVE, OR REPRESENTATIVE) BINDING ARBITRATION OR IN SMALL CLAIMS COURT. JAMS will arbitrate all disputes according to its Streamlined Arbitration Rules and Procedures (“JAMS Rules”). The JAMS Rules and instructions for how to initiate arbitration are available from JAMS at http://www.jamsadr.com or 1-800-352-5267. To begin an arbitration proceeding, you must serve Wendy’s registered agent for service of process at The Corporation Company, 1675 Broadway, Suite 1200, Denver, CO 80202. Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an “award.” An arbitrator can award on an individual basis the same damages and relief as a court. This Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 31). You may elect to have an in-person hearing in the county where you reside. If you file an arbitration demand, you will pay half of the arbitration fees and costs up to $250. Wendy's shall pay all costs and fees of JAMS and the arbitrator in excess of $250. Wendy’s agrees that it will not seek reimbursement from you for its costs and fees incurred by it in the arbitration. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS OR REPRESENTATIVE ACTION. This Agreement prohibits the Arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means that the Arbitrator shall hear only individual claims and is prohibited from fashioning a proceeding as a class, collective, representative or group action or awarding relief to a group of individuals in one proceeding. Any question or dispute concerning the interpretation, enforcement, or validity of this prohibition on class, collective, representative, and group actions shall be decided by a court and not the Arbitrator. This agreement to arbitrate shall survive termination of this Agreement. This agreement to arbitrate does not apply to disputes pertaining to Wendy’s intellectual property rights.

**(b)** **Non-U.S. Residents:** If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Site or Terms, then you and we agree to send a written notice to the other providing a reasonable description of the Section 8(b) Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 8(b). Your notice to us must be sent to:

By mail:

Wendy's International, LLC

One Dave Thomas Boulevard

Dublin, OH 43017

Attn: General Counsel, Legal Department

By Email: legal@wendys.com

For a period of sixty (60) days from the date of receipt of notice from the other party, Wendy's and you will engage in a dialogue in order to attempt to resolve the Section 8(b) Dispute, though nothing will require either you or Wendy's to resolve the Section 8(b) Dispute on terms either you or Wendy's, in each of our sole discretion, are uncomfortable. Nothing in this Section will prevent a party from pursuing their claims in Court or another complaint process.

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Wendy's is interested in hearing from you regarding your questions or comments about our Site. However, Wendy's does not accept or consider unsolicited submissions of any kind (e.g., ideas, treatments, concepts, or any other materials) in any format, by any means of transmission (including email). Any such submissions are either returned to the sender without being reviewed or deleted or discarded without being reviewed. Therefore, please do not send any unsolicited submissions to Wendy's.

### 13. Invited Submissions

From time to time, areas on this Site may expressly request submissions of concepts, stories, or other potential content from you ("Invited Submissions"'). Where this is the case, please carefully read any specific rules or other terms and conditions which appear elsewhere on this Site to govern those submissions ("Additional Terms"), as they will affect your legal rights. If no Additional Terms govern those submissions, then these Terms will apply in full to any Invited Submissions you make. IN ANY EVENT, ANY MATERIAL YOU SEND TO US WILL NOT BE TREATED AS CONFIDENTIAL. Regardless of any industry custom or practice, we will not pay or provide other consideration for any remarks, suggestions or ideas (including but not limited to those regarding business or restaurant processes or procedures, product ideas, marketing or advertising slogans, or improvement of products, the Site or Content, graphics, or other information) communicated through this Site.

### 14. Our Use of Content

Wendy's will consider anything you provide to Wendy's and/or contribute to this Site as available for our use free of any obligations to you (including any payment), except where solicited Invited Submissions are expressly governed by Additional Terms appearing elsewhere on this Site (see '[Submissions, Postings and E-mails](https://www.wendys.com/terms-and-conditions#section_12)' above), in which event those Additional Terms will determine how we will treat your Invited Submissions. Under no circumstances will we pay you for the use of your ideas or submissions.

### 15. User Content

Reviews, responses, profile entries, posts, or questions may not be able to be deleted once uploaded. For some of our features, other members may be able to request email notifications of your new public content or publish their own comments to your comments. We may use the public content to develop aggregate ratings, personalize site views, market products, or identify or feature popular members. By posting or uploading any content to this Site, including posts, responses, and/or providing any communication or material to Wendy's ("User Content"), you automatically and irrevocably:

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**(b)** Waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted;

**(c)** Appoint Wendy's as your agent with full power to enter into any document and/or do any act Wendy's may consider appropriate to confirm the grant and assignment, consent and waiver set out above;

**(d)** Warrant that you are the owner of the User Content and entitled to enter into these Terms; and

**(e)** Confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other person and that Wendy's shall not be liable for any use or disclosure of such User Content.

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If you believe that materials available on the Site infringe your copyright, please let us know. You may file a notice in compliance with the Digital Millennium Copyright Act, 17 U.S.C. §512, by contacting:

Wendy’s DMCA Agent

dmca@pirkeybarber.com

Pirkey Barber PLLC

600 Congress Avenue, Suite 2120

Austin, TX 78701

512-322-5200

See 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Please note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed regarding material posted by you, you may file a counter-notification in compliance with 17 U.S.C. §512(g)(3) with our DMCA Agent listed above. If Wendy’s receives a valid counter-notification, it may reinstate the removed or disabled material in accordance with the DMCA.

In accordance with the DMCA and other applicable law, Wendy’s has adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. Wendy’s may also, in its sole discretion, limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### 17. Responsible Use of Site

Please act responsibly when using this Site. You may only use this Site and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing, or transmitting any unlawful material through this Site. You may not collect or store personal information regarding other users. You recognize that storing, distributing, or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third-party claims that material you have contributed to the Site is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted or privately transmitted on or through this Site are the sole responsibility of the sender, not Wendy's, and that you are responsible for all material you upload, publicly post or otherwise transmit to or through this Site.

### 18. Content Limitations

We at Wendy's require that you do not post e-mails or submit to or publish through Forums or otherwise make available on this Site any content, or act in a way, which in our opinion:

**(a)** Libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;

**(b)** Disparages, criticizes, belittles, parodies or otherwise portrays in a negative light any actor appearing in the content;

**(c)** Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;

**(d)** Infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;

**(e)** Violates any law or may be considered to violate any law;

**(f)** You do not have the right to transmit under any contractual or other relationship (e.g. inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);

**(g)** Advocates or promotes illegal activity;

**(h)** Impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

**(i)** Advertises any commercial endeavor (e.g. offering for sale products or services) or otherwise engages in any commercial activity (e.g. conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as specifically authorized on this Site;

**(j)** Solicits funds, advertisers, or sponsors;

**(k)** Includes programs which contain viruses, worms and/or 'Trojan horses' or any other computer code, files or programs designed to interrupt, overload, collapse, destroy, or limit the functionality of any computer software or hardware or telecommunications;

**(l)** Disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Site;

**(m)** Copies any other pages or images on this Site except with appropriate authority;

**(n)** Includes MP3 format files;

**(o)** Amounts to a 'pyramid' or similar scheme;

**(p)** Amounts to 'data warehousing' (i.e., using any web space made available to you as storage for large files or large amount of data which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via us;

**(q)** Disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; and/or

**(r)** Contains links to other sites that contain the kind of content, which falls within the descriptions set out at (a) to (q) above.

In addition, you are prohibited from removing any sponsorship banners or other material inserted by Wendy's anywhere on this Site (e.g. on any web space made available for your use).

### 19. Release

If you have a dispute with one or more users, you release Wendy's (including, The Wendy's Company, Wendy's International LLC, affiliates and subsidiaries, and our and their respective officers directors, employees, and agents) from claims, demands, liabilities, costs, or expenses and damages (actual and consequential)) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law, that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### 20. Indemnity

You agree to indemnify and hold harmless Wendy's and its officers, directors, employees, agents, distributors, and affiliates from and against any and all claims, demands, liabilities, costs, or expenses, including reasonable attorney's fees, resulting from your breach of these Terms, including any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto Wendy's servers, and/or from any and all use of your account.

### 21. System Abuse

Without limitation, you agree not to send, create or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming" (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of this Site by any other person.

You may not reproduce, sell, resell, or otherwise exploit any resource, or access to any resource, contained on this Site.

### 22. Security

Any usernames and passwords used for this Site are for individual use only. You shall be responsible for the security of your username and password (if any). Wendy's shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that Wendy's considers insecure, Wendy's will be entitled to require this to be changed and/or terminate your account.

### 23. Violation of Security Systems

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Wendy's reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

### 24. Wendy’s Responsible Disclosure Program

Researchers are encouraged to share the details of any suspected vulnerability in a Wendy’s product with the Wendy’s Information Security team by following the process outlined in this policy. Please be sure to include detailed instructions on how the issue can be reproduced. Wendy’s will review all submissions to determine if the finding is valid, complies with the requirements of this program, and has not been previously reported, and if so, will do our best to respond in a timely manner. Any Wendy’s domain with a security.txt file in the root is in scope.

**Code of Conduct**

Certain behaviors are prohibited, including but not limited to behaviors that are illegal, negatively impact user experience or our services, or are detrimental to our customers. Some examples of such prohibited behaviors are:

* executing, or attempting to execute, any type of “Denial of Service” attack (no volumetric-based attacks please)
* accessing or altering data, in any way, in an account that does not belong to you
* transmitting, or otherwise linking to, any malicious software
* causing unsolicited or unauthorized mail to be sent
* disclosing details of any discovered vulnerability prior to a resolution and mutual agreement
* testing any related third-party applications, websites or services

Reports coming from automated scanning tools are not accepted and will be discarded without review. We have (and utilize) many of those tools too! This process is for reporting verified, reproducible security issues only. Please also do not report outdated versions of software or libraries with no known vulnerabilities or no potential for exploitation.

**Reporting a Vulnerability**

Address all reports and inquiries to security@wendys.com, and include a brief description of the class of vulnerability in the subject line of your message. The message itself should be encrypted utilizing the Wendy’s Information Security PGP key, linked here: <https://keys.responsibledisclosure.wendys.com/security-20201001.gpg>, with key signature 825B 00BE E77C C99D 2235 5FE9 FE49 4898 D82F 55D2. Please include enough information so that our teams can quickly triage the report and reproduce the documented vulnerability. Proof-of-concept instructions should be benign (i.e. non-destructive) in nature. In all cases, the effects of proof-of-concept functionality should be explicitly stated. If you believe you have discovered an issue that would require violation of this responsible disclosure policy to validate, email security@wendys.com for guidance and do not take any further action until we have provided you with such guidance.

**What to Expect**

The Wendy’s Information Security team will triage all in-scope reports received through this process and will acknowledge any new issue that complies with the requirements of this program and has not previously been reported. This acknowledgement may include a request for additional information. Once a bug has been triaged and accepted, fixes and/or mitigations will be prioritized based on the severity of impact and complexity of exploitation. We will inform the acknowledged reporter once a fix is in place and may welcome partnership in validating the resolution. Please note, Wendy's may not respond to out-of-scope reports or reports of issues that have already been reported or addressed.

**Note**

Wendy's reserves the right, in its sole discretion, to modify the terms of this Responsible Disclosure Program or to terminate any or all of them at any time.

### 25. Investigations

Wendy's reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting, or e-mails you make or send to any Forum. Wendy's may seek to gather information from the user who is suspected of violating these Terms, and from any other user. Wendy's may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Wendy's believes, in its sole discretion, that a violation of these Terms has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts, or take other corrective action it deems appropriate. Wendy's will fully cooperate with any law enforcement authorities or court order requesting or directing Wendy's to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS WENDY'S AND ANY WENDY'S EMPLOYEE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY WENDY'S DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER WENDY'S OR LAW ENFORCEMENT AUTHORITIES.

### 26. Service

In order to use this Site, you must obtain access to the World Wide Web and pay any service fee associated with that access. You will need to provide all equipment necessary to connect to the Site on the World Wide Web (including a computer, modem, mobile device, tablet and/or other access devices).

### 27. Reservation of Rights

Wendy's reserves the right to modify or discontinue, temporarily or permanently, all or any part of this Site and/or any software, facilities and services on this Site, with or without notice, and/or to establish general guidelines and limitations on their use.

### 28. Local Regulations

Wendy's makes no representation that Materials or other content on the Site are appropriate or available for use outside the United States, its territories, possessions, and protectorates. If you choose to access the Site from other locations you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

### 29. Third-Party Sites

This Site may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of Wendy's, and you acknowledge that (whether or not such sites are affiliated in any way with Wendy's) Wendy's is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Wendy's or any association with its operators.

Wendy's cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from Wendy's. Wendy's does not endorse any of the merchandise, nor has Wendy's taken any steps to confirm the accuracy or reliability of any of the information contained on such third-party sites. Wendy's does not make any representations or warranties as to the security of any information (including, without limitation, credit card, and other personal information) you might be requested to give any third-party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

### 30. Proprietary Online Services

Any area of this Site that is accessed through any proprietary online service is subject to the rules, policies, and guidelines of such proprietary online service.

### 31. Jurisdictional Issues

The Materials and all other content in this Site are presented for the purpose of providing information regarding products available in the United States and elsewhere.

### 32. Choice of Law

With the exception of Section 8 which will be construed in accordance with the FAA, these Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, as they are applied to agreements entered into and to be performed entirely within Ohio.

### 33. Electronic Transactions

Subject to applicable law and any contrary terms on Site screens (e.g., if you purchase a physical gift card, a physical card will be delivered), you agree that all of your transactions with or through the Site may, at our option, be conducted electronically from start to finish. This includes (without limitation) electronic delivery, notices, disclosures, and all other aspects of the transaction. We also reserve the right to deal non-electronically and require you to do so.

### 34. Career Opportunities

All information on the Site is subject to change without notice, including but not limited to information regarding job opportunities. Postings on the "Careers" sections of the Site do not represent an offer of employment and are subject to the [Careers Submission Terms](https://www.wendys.com/privacy-policy#other-important-information).

### 35. Notice for California Users

Under California Civil Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

### 36. Wendy's Stock Price — Data Delay

The Wendy's stock price provided on this site is delayed a minimum of 20 minutes, is provided for informational purposes only and you agree that you will not rely upon it for trading or other investment purposes.

### 37. Information Accuracy

You should not assume that the information provided on the site has no errors, is timely or always up to date or that this site contains all the relevant information available about Wendy's. In particular, if you are making an investment decision regarding Wendy's please consult a number of different sources, including Wendy's filings with the securities and exchange commission. Investors are reminded that historical and current stock price performance data are not necessarily indicative of future performance.

### 38. Contact Us for General (Non-Privacy or Non-Intellectual Property) Matters

This Site is controlled and operated by Wendy's. Please contact us with any comments or complaints about the Site by visiting the "Contact" page on the Site at[https://www.wendys.com/contact-](https://www.wendys.com/en-us/contact-wendys)[us](https://www.wendys.com/contact-us).

### 39. Contact Us for Privacy or Intellectual Property Matters

Please forward any questions regarding privacy as set forth in Section 5 above to privacy@wendys.com. Please forward any questions regarding copyrights as set forth in Section 16 above to copyright@wendys.com.

### 40. General

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and Wendy's relating to the matters contained here and the Site.