



TERMS OF USE

Effective Date: October 31, 2019

PLEASE READ THE FOLLOWING TERMS AND POLICIES CAREFULLY. WHEN YOU USE OUR WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND POLICIES.

The following Terms of Use and our Privacy Policy (collectively, the “Terms”) apply to the Din Tai Fung website, www.dintaifungusa.com (“Website”). This Website is owned and operated by DTF Management and Consulting, LLC (“DTF,” “we,” “us,” and “our”).

By using the Website, you agree to all of the Terms of Use set forth below. You agree that you have read and understand the terms and that you consent, on your own behalf and on behalf of any company or any legal entity that you represent or on whose behalf you access the Website, to be bound by the Terms of Use. If you do not wish to agree to the Terms of Use set forth, please refrain from using the Website.

AGREEMENT FOR USE

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to use this Website in accordance with all terms herein. This Website is designed for personal use only and may not be accessed or used for other purposes. It is a violation of these Terms to access or use this Website or its contents for any reason other than personal use and may violate applicable copyright, trademark, or other laws. You agree to be financially responsible for all of your use of this Website. You agree to supervise all usage by minors of this Website under your name. You also warrant that all information supplied by you or members of your household in using this Website is true and accurate.

For any services for which fees may be charged, you agree to abide by the terms and conditions of purchase imposed, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of rates, products, or services. You shall be entirely responsible for all charges, fees, duties, and taxes arising out of your use of the Website.

MINORS

This Website is restricted to the use of adults over the age of majority in their place of residence. No portion of the Website is directed to children under the age of 13. Consequently, we do not knowingly collect personal identifying information from any person we know is a child under the age of 13. Din Tai Fung takes reasonable efforts to verify ages. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this Website.

PRIVACY

In order for you to access and use the Website, we will collect certain information about you, including Personal Data as described in our Privacy policy, which can be accessed at www.dintaifungusa.com/privacy-policy.html.

ILLEGAL OR ABUSIVE USAGE IS STRICTLY PROHIBITED

You must not abuse, harass, threaten, impersonate or intimidate other users of our Website. You may not use the Website for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. Should you be found to have engaged in illegal or abusive usage of our website, DTF will suspend your account or usage as applicable.

OUR RIGHTS TO SUSPEND OR TERMINATE YOUR USE OF THE WEBSITE

We may suspend or terminate any account you have created on the Website or the Website, including any portion thereof, at any time and without notice to you without incurring liability of any kind.

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guestservices@dintaifungusa.com.

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THIRD PARTY WEBSITES

The Website may contain features and functions that link to third-party websites, some of which may offer products or services ("Third-Party Websites"). We are not responsible for Third-Party Websites. We do not monitor or otherwise review Third-Party Websites and we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any Third-Party Websites. Please note that we have no control over how your data is collected, stored, or used by Third-Party Websites and we advise you to check the privacy policies of any such websites before providing any data to them. If you choose to rely on any Third-Party Websites, you are doing so at your own risk. You may also be subject additional terms and conditions associated with the use of such Third Party Websites, and any such terms and conditions are solely between you and the applicable third-party.

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LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to indemnify and hold us and our respective officers, directors, employees, representatives, licensees, authorized designees, successors and assigns, harmless from and against any and all claims, actions, liabilities, damages, losses, costs, expenses, fees (including reasonable outside attorneys' fees and costs) that such parties may incur as a result of or arising from your use of or access to the Website or breach of the Terms. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination or cancellation of your use of or access to the Website. We will provide you with notification of any such claim or demand that is subject to your indemnification obligation.

APPLICABLE LAW

By visiting our Website, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and DTF.

DISPUTES - Binding Arbitration and Class Action Waiver

You and DTF agree to arbitrate all disputes between you and DTF or its affiliates, except disputes relating to the enforcement of DTF or its affiliates' intellectual property rights. "Dispute" includes any dispute, action or other controversy between you and us concerning Our Web Properties or these terms, whether in contract, tort, warranty, statute or regulation, or other legal or equitable basis. You and DTF empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute, and any claim that all or any part of these terms are void or voidable.

In the event of a dispute, you or DTF must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute and the relief requested. You must send any notice of dispute to guestservices@dintaifungusa.com or Frank Yang at 440 E. Huntington Drive Suite 401, Arcadia, CA 91006. We will send any notice of dispute to you at the contact information we have for you. You and DTF will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or we may commence arbitration. You may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.

If you and DTF do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be settled by binding arbitration before a neutral arbitrator mutually agreed upon by the parties. In the event that the parties cannot agree, each party shall choose an arbitrator, and the parties' arbitrators shall then agree upon a single neutral arbitrator who will hear the dispute. Discovery for the described binding arbitration shall be limited to that which is allowed in California Courts of Limited Jurisdiction, including all rights and remedies thereunder, unless the arbitrator, for good cause shown, permits additional discovery. In the event that a dispute exists between the parties to this agreement regarding the arbitrability of an issue or dispute, the issue is to be decided by a court of competent jurisdiction, not by the arbitrator. The arbitrator shall not have the power to commit errors of law or legal reasoning. In addition, the arbitrator shall not have the power to render an award not in conformity with the substantive and procedural law of the state of California. If the arbitrator exceeds the arbitrator's powers as set forth above, the award may be vacated or corrected by filing a petition pursuant to the California Arbitration Act in the Superior Court in and for the County in which the arbitration was conducted. In reviewing the award, the Superior Court shall sit as if it were an appellate court, in all respects, including but not limited to the scope of review. The decision of the Superior Court is, itself, subject to review by the California appellate courts. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.

Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, DTF will pay all filing, AAA, and arbitrator's fees and expenses. The arbitration will take place at any reasonable location convenient for you and DTF.

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor DTF will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

MODIFICATION OF THE TERMS

We reserve the right to make changes to our Website, policies, and these Terms of Use at any time. Any changes to these Terms of Use will be effective upon our posting of notice of the changes on the Site. These changes will be effective immediately for new users of the Site. We suggest that you re-read our Terms of Use and Privacy Policy from time to time in order that you stay informed as to any such changes. If you object to any such changes, you may not continue to use or access the Website and its contents and any part thereof and your sole recourse will be to stop using the Website and its contents.

Your use of and access to the Website or any part thereof after any changes become effective will be considered your acceptance of those changes and will constitute your agreement to be bound thereby. If you do not agree with the modified Terms, please refrain from using the Website.

GIFT CARDS

Din Tai Fung Cards (“Gift Card”) may be used to purchase goods and services at any Din Tai Fung Restaurant in the United States until the full balance is used.

By purchasing and using DTF Gift Cards, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Gift Card terms and conditions (the “Terms”).

Gift Cards and Gift Card purchases are subject to our Privacy Policy and Terms of Use.

A. PAYMENT AND DELIVERY

DTF Gift Cards may be purchased with a valid [VISA, MasterCard, Discover, American Express card. DTF and/or any associated vendor reserve the right to change what methods of payment will be accepted at any time and without notice to you. We are not responsible for Gift Cards that are undeliverable or not received due to your failure to enter an accurate email address for the recipient.

B. RETURNS AND LOST OR STOLEN CARDS

You may not cancel or seek a refund of your Gift Card after it has been purchased. We are not responsible for lost, stolen, or damaged Gift Cards. Gift Cards cannot be redeemed for cash other than as required under California Civil Code § 1749.5 or other comparable state or federal law.

C. LIMITATION OF LIABILITY

THE GIFT CARD IS PROVIDED “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIN TAI FUNG: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE WEBSITE IS OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE GIFT CARD USE OF THE GIFT CARD IS AT YOUR SOLE RISK. IF A GIFT CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE

LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD UPON THE PROOF OF PURCHASE.

D. CONTACT

If you have any questions about purchase or use of your Gift Card, please contact:

guestservices@dintaifungusa.com

OUR COMMITMENT TO ACCESSIBILITY

Din Tai Fung is committed to making our website content accessible and user friendly to everyone. If you are having difficulty viewing or navigating the content on this website, or notice any content, feature, or functionality that you believe is not fully accessible to people with disabilities, please call our Customer Service team at 1-888-966-9404 or email our team at guestservices@dintaifungusa.com with the words “Disabled Access” in the subject line and provide a description of the specific feature you feel is not fully accessible or a suggestion for improvement. We take your feedback seriously and will consider it as we evaluate ways to accommodate all of our customers and our overall accessibility policies. Additionally, while we do not control such vendors, we strongly encourage vendors of third-party digital content to provide content that is accessible and user friendly.

TRANSLATION

We may translate these Terms of Use and our Privacy Policy into other languages for your convenience. However, the English version governs your relationship with us, and any inconsistencies among the different versions will be resolved in favor of the English version available at www.dintaifungusa.com/terms-conditions.html.

OUR CONTACT INFORMATION

PHONE: 1-888-966-9404 M-F: 10AM- 5PM

EMAIL: guestservices@dintaifungusa.com