

ONLINE SERVICES TERMS AND CONDITIONS OF USE

Last Updated: June 15, 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING THE ONLINE SERVICES OR OTHERWISE AGREEING TO THESE TERMS AND CONDITIONS, YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

Please carefully read the below terms and conditions ("**Terms and Conditions**") applicable to ckr.com, ckefranchise.com and other digital or online programs or services that link to these Terms and Conditions (together with all information, pages and subpages hosted thereunder, the "**Online Services**"). Our brands maintain separate Terms and Conditions which can be found at carlsjr.com/terms-and-conditions and hardees.com/terms-and-conditions.

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Highlights of these Terms and Conditions

This Highlights section is intended to provide you with a basic overview of the contents of these Terms and Conditions. However, please read the entire Terms and Conditions for a complete understanding of the terms you are agreeing to. The meaning of capitalized words can be found in the full Terms and Conditions. If there is a conflict between the terms of this Highlights section and the terms of the full Terms and Conditions, then the terms of the full Terms and Conditions control.

(a) Use of Online Services

- Unless otherwise indicated, you only may use the Online Services and content for your personal use as an individual.

- You may not violate any laws, infringe any rights, threaten, harass, or impersonate others, or take other actions that harm us or other people or parties.
 - You must not attempt to bypass security protections on the Online Services, introduce viruses or other harmful code, or use the Online Services to attack other websites or services.
- (b) Privacy Policy
- Information on how we process and use your personal information is found in our [Privacy Policy](#).
- (c) Applications
- By using our Application, you are agreeing to third party terms outside of these Terms and Conditions.
- (d) Our Rights
- All Online Services Material on the Online Services is protected by intellectual property rights—you may only make limited use of the Online Services Material you find on the Online Services, as described below.
 - We may block you from accessing our Online Services, block or delete your User Content, or terminate your Account for any reason.
 - We are not liable for third-party content hosted on our Online Services, external websites linked to or from our Online Services, or errors regarding product information, availability, or promotional offers.
- (e) Important Things to Know
- By using the Online Services, you consent to these Terms and Conditions. We may update these Terms and Conditions from time to time, and we will use reasonable efforts to provide you with notice of these updates if they are material.
 - **THESE TERMS AND CONDITIONS CONTAIN LIMITATIONS ON OUR LIABILITY TO YOU, IMPORTANT DISCLAIMERS OF WARRANTIES, AND INDEMNIFICATION OBLIGATIONS BY YOU.**
 - Your use of the Online Services may be governed by other terms and conditions applicable to certain features or promotions.
 - These Terms and Conditions contain information about how you can [Contact Us](#) regarding complaints, questions, or copyright infringement claims.

1. Introduction.

By using the Online Services, you agree to these Terms and Conditions, which, together with our [Privacy Policy](#), govern your access to and use of the Online Services and all forms of information hosted thereunder, whether as part of the primary domain, any subdomain, mobile application or any other designation thereof, including text, pictures, animation, video and sound recording, software programs, and any other content that may now or shall hereinafter be present thereon, and binds you, your heirs, devisees, beneficiaries, executors, successors and assigns (“**you**”) and shall inure to the benefit of CKE Restaurants and its parents, subsidiaries, franchisees and affiliates, and their respective stockholders, directors, officers, employees, agents, successors and assigns (collectively, “**CKE**,” “**us**,” “**we**,” or “**our**”). By continuing to access and use the Online Services, you agree that such use is legally

sufficient consideration under these Terms and Conditions. Should we employ you, nothing within these Terms and Conditions will constitute an employment contract, an offer for employment, or terms governing the employment relationship. If you do not consent to these Terms and Conditions, you should not access or utilize the Online Services in any manner whatsoever, and unauthorized use of the Online Services may give rise to a claim for damages and/or be a criminal offence. If you have questions regarding these Terms and Conditions, please [Contact Us](#).

The Online Services are designed for users and consumers only located in the United States. However, if you are outside the United States and access the Online Services, you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in these Terms and Conditions affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to these Terms and Conditions heard by your local courts. These Terms and Conditions do not limit any such rights that you have that apply. HOWEVER, BY AGREEING TO THESE TERMS AND CONDITIONS, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THESE TERMS AND CONDITIONS AND WE RESERVE THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit the Online Services' availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion. Please see Terms for Users in Certain Geographic Locations for details on specific terms that may apply to you. These Terms and Conditions, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

We are committed to having our Online Services accessible to everyone. For more information on how we continue to take steps to improve online accessibility and ensure compliance with applicable laws, please see our [Accessibility Statement](#) or [Contact Us](#). To print the Terms and Conditions into a physical copy, [click here](#).

2. Use of Online Services.

Material from the Online Services may not be copied or distributed, nor published, uploaded, posted, or transmitted in any way, without the prior written consent from us, except for as described below and certain limited online interactive activities, as expressly permitted by these Terms and Conditions or otherwise specifically stated by us. Modification or use of the materials for any other purpose violates the intellectual property rights of us, our licensors and/or their respective affiliates. Except as described otherwise, all materials on the Online Services are made available only to provide information and constitute information of a general nature that do not address the circumstances of any particular individual or entity. Although we make efforts to ensure that all material on the Online Services is correct, accuracy cannot be guaranteed and no information on the Online Services constitutes a comprehensive or complete statement of the matters discussed or the law relating thereto.

Certain Online Services may allow you to submit or communicate with us via written posts, materials, comments, suggestions, ideas, photos, and other information and materials (“**User Content**”). By submitting User Content in any form, you expressly grant us a perpetual, unrestricted, irrevocable, transferable (i.e., fully assignable and sub-licensable), worldwide, royalty-free license to copy, disclose, reproduce, display, publicly perform, transmit, distribute

and otherwise use your User Content, along with your name, photograph, voice, likeness and other information, content, or materials embodied therein, in whole or in part, and create derivative works therefrom, in any media now known or hereafter developed, and for any and all commercial or non-commercial purposes without compensation to you or anyone else. You agree that any User Content uploaded, posted, or otherwise transmitted through the Online Services is truthful, accurate, not misleading, and offered in good faith, and that you have the right to use the User Content on the Online Services. You shall not upload, post, or otherwise transmit through the Online Services any User Content that is protected by copyright, trademark, or other proprietary right of any third party without the express written permission of the proper owner(s) of such rights. You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (i) evaluate User Content before allowing it to be posted on the Online Services; (ii) monitor User Content; (iii) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any User Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (iv) disclose any User Content, and the circumstances surrounding its transmission, to any third-party in order to operate the Online Services, to protect us, users or others, to comply with legal obligations or governmental requests, to enforce these Terms and Conditions, or for any other reason or purpose we deem appropriate. If you see User Content on the Online Services that you believe violates these Terms and Conditions, please [Contact Us](#).

You may access and use the Online Services to view information about the products and services offered by us, access and use features and services for their intended purposes, or as otherwise expressly authorized by us. You agree not to access or use the Online Services for any other purpose including, without limitation, any purpose that is prohibited by these Terms and Conditions or that is otherwise unlawful. You further agree to comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of the Online Services. We may, in our sole discretion, terminate or suspend your access to, and/or use of, the Online Services, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that if your authorization to access the Online Services is terminated, you will not thereafter access, or attempt to access, the Online Services, directly or indirectly, until your suspension is removed and we give you express notice thereof.

By submitting User Content or using the Online Services, you further agree:

- i. that you will not post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent, or otherwise objectionable or inappropriate as determined by us;
- ii. that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential;
- iii. that you will not impersonate any person or organization, including without limitation, our personnel or, or misrepresent an affiliation with another person or organization;

- iv. that any statements that you make about us or any of our products, services, or programs in any User Content will accurately reflect your personal beliefs and experiences with us and our products and services;
- v. that you will not reproduce, duplicate, copy, publicly, display, frame, mirror, sell, resell, or otherwise exploit for any commercial purposes, any portion of use of, or access to the Online Services;
- vi. that you will not violate or attempt to violate, the security of the Online Services;
- vii. that you will not disseminate on the Online Services any worms, virus, spyware, adware, or other malicious code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of or monitor the use of, any hardware, software, or equipment;
- viii. that you will not reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of the operation of the Online Services;
- ix. that you will not interfere with the operation or hosting of the Online Services or monitor the availability, performance, or functionality of the Online Services;
- x. that you will not use any data mining, bots, spiders, automated tools, or similar data gathering and extraction methods on the Online Services or to collect any information from the Online Services or any other user of the Online Services and
- xi. that you will not violate these Terms and Conditions or other applicable law, or assist or permit any person in violating these Terms and Conditions or other applicable law.

3. Privacy Policy

The treatment of your access to the Online Services, including, but not limited to, any personal information that we collect when you use the Online Services and when you use services provided by us or offered through the Online Services, is subject to and governed by our Privacy Policy. Please review our Privacy Policy, which also governs your visit to the Online Services, to understand our practices.

You recognize and agree that when submitting any information, including personally information, to the Online Services, there is no guarantee of security. We make no warranties, express or implied, that the information provided by you shall be free from interception or unauthorized access and, in the unlikely event of an interception or unauthorized access despite our efforts, we shall not be responsible for any damages or liability arising therefrom or in connection therewith.

4. Text Messaging Program Terms

Individuals who opt in to the CKE Employee and Franchisee Text Message Program (“Program”) may receive recurring, autodialed SMS and MMS text messages (“Texts”) that may include information about franchising opportunities, tech support, HR benefits, and other content sent by CKE. Please see our CKE Employee and Franchisee Text Message Program Terms and Conditions [here](#).

5. Liability and Disclaimers.

WE AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS, AGENTS, SUPPLIERS, SERVICE PROVIDERS, AND RETAILERS WILL NOT BE LIABLE FOR ANY DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR USE OF THE ONLINE SERVICES, INABILITY TO USE THE ONLINE SERVICES, OR CONTENT OF EXTERNAL LINKS, INCLUDING DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION OR ANY COMPUTER VIRUS OR FAILURE. Notwithstanding anything to the contrary set forth in these Terms and Conditions, in no event shall our total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you to us, whether or not any such amounts are actually paid, for accessing the Online Services or any of the content thereon. Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations may not apply to you.

Your use or reliance on any information or materials on the Online Services is entirely at your own risk, for which we shall not be liable therefore. It shall be your own responsibility to ensure that any products, services or information available through the Online Services meet your specific requirements.

Without limiting the foregoing, YOU EXPRESSLY UNDERSTAND AND AGREE THAT (A) THE ONLINE SERVICES AND ALL THE CONTENTS THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, (B) WE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS, (C) WE MAKE NO WARRANTIES ABOUT THE ACCURACY, INTEGRITY, RELIABILITY, PERFORMANCE, COMPLETENESS, SUITABILITY OR TIMELINESS OF THE ONLINE SERVICES OR ANY ADVICE, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE ONLINE SERVICES, (D) WE DO NOT WARRANT THAT THE ONLINE SERVICES WILL OPERATE ERROR-FREE OR THAT THE ONLINE SERVICES OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ITEMS. IF YOUR USE OF THE ONLINE SERVICES OR THE CONTENTS THEREOF RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE ONLINE SERVICES, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

6. Indemnity.

You agree to indemnify, defend, and hold us and our suppliers, service providers, and retailers, and all of our current and former directors, officers, employees, agents, shareholders, successors, assigns, and contractors harmless from and against any and all claims, damages, suits, actions, demands, liabilities, judgments, losses, costs (including without limitation reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (i) your breach of these Terms and Conditions; (ii) your activities in connection with the Online Services; or (iii) User Content or other information you provide to

us through the Online Services. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

7. Communications

When you access and/or use the Online Services or send electronic mail to us, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically, whether by electronic mail or by posting notices on the Online Services. By accessing the Online Services and/or utilizing any of its features, you thereby agree and acknowledge that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Unless specifically provided otherwise in this Online Services, communications, data and materials you send to the Online Services or to us, whether by accessing the Online Services, sending electronic mail or otherwise, are sent on a non-confidential basis and without any promises to keep such information confidential. We shall have the right to use and reproduce such communications or materials for any purpose whatsoever (including, without limitation, to develop, manufacture and/or market products) and without any obligation to pay you compensation for such use or reproduction. Any information you send us must be legal, truthful and not violate the rights of others.

8. Links to Other Sites

The Online Services may feature various links to HTML, scripts, graphics, images, video and audio, databases or other media assets, content, or other files not hosted or operated by us, including social media sites (each, a "**Third Party Site**"), and all such links are provided solely as a convenience to you. We have not reviewed any Third Party Site and do not control and are not responsible for any Third Party Site or its content. Notwithstanding any content on the Online Services indicative of the contrary, we make no endorsement of or representation about any Third Party Site, or any information, software, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any Third Party Site linked hosted on or contained in the Online Services, you do so entirely at your own risk. We assume no responsibility for the privacy, terms of use or other policies of any Third Party Site. We recommend that you review any Third Party Site's privacy policies before submitting any information. We assume no responsibility and shall not be liable for any damage to or viruses that may infect your computer equipment or other property, or for any loss or corruption of data resulting from any Third Party Site navigated to or accessed from links hosted on or contained in the Online Services.

We do not guarantee that you will receive an alert when you leave the Online Services, and it is your responsibility to determine when you have left the Online Services.

9. Links to the Online Services

Generally, no third party may create a link to the Online Services from another website, online service, or document without our prior written consent. Anyone linking to the Online Services must comply with all applicable laws, the following guidelines and these Terms and

Conditions. With our prior written consent, a Third Party Site may link to the Online Services, but may not replicate any content contained therein. In addition, any Third Party Site that links to the Online Services may not:

- Create a border or browser environment around Online Services content,
- Imply that we endorse it or its products,
- Misrepresent its relationship with us,
- Present false information about us, or our products or services,
- Use our logo or name or phrases without prior written permission from us, or
- Contain illegal content, or content that could be construed as distasteful, offensive or controversial and should only contain content that is appropriate for all age groups.

10. Intellectual Property and DMCA.

All content on the Online Services, including, but not limited to, trademarks and logos, any graphic images, icons, logos, trade dress, photographs, audio, video, and text contained thereon ("**Online Services Materials**"), are copyrights, trademarks and trade dress and/or other intellectual properties owned, controlled and/or licensed by us. Such Online Services Materials are the exclusive property of us or our licensors and, except for personal use where indicated, may not be copied, distributed, displayed, reproduced or transmitted in any form or means, whether electronic, mechanical, photocopying, recording or otherwise, without the prior written consent from us.

Nothing contained on the Online Services should be construed as granting, by implication or otherwise, any license or right to use any Online Service Materials displayed on the Online Services without the express written permission from us. Your misuse of the Online Service Materials is strictly prohibited. You are also advised that we will aggressively enforce our intellectual property rights to the fullest extent of the law, including seeking criminal prosecution. We reserve all rights pertaining to the Online Services and the Online Services Materials.

The use of Online Services Materials by you or anyone else authorized by you is prohibited unless specifically permitted by these Terms and Conditions. In addition to violating these Terms and Conditions, any unauthorized use of such Online Services Materials may violate, without limitation, copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

It is our policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("**DMCA**"). The following describes the information that should be present in these notices and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and

not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances.

If you believe that your work has been copied and is accessible on this Online Services in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following in writing:

- Identification and description with sufficient detail of the copyrighted work that you claim has been infringed;
- The URL, or other specific information on the Online Services or other information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is infringing and not authorized;
- A statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and
- The electronic or physical signature of the copyright owner or a person authorized to act on the copyright owner's behalf.

To submit a notification of claimed infringement, please contact our designated agent at the following physical or email addresses:

Designated Agent: Karen Brennan, VP Legal

Email: kbrennan@ckr.com

Address:

CKE Restaurants, Attention: Karen Brennan
6700 Tower Circle, Suite 1000
Franklin, TN 37067

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

- 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 was disabled;
- Your name, mailing address, telephone number, and email address;

- The following statement: “I consent to the jurisdiction of [insert one of the following: (1) “the Federal District Court in which my mailing address is located”, or (2) if you reside outside of the United States, “the United States District Court for the Middle District of Tennessee”];
- The following statement: “I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent”;
- The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled”; and
- Your signature, in physical or electronic form.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice, unless the Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Online Services.

11. Language

In case of any inconsistency between these English language Terms and Conditions and its translation into another language, this English language document controls.

12. Notification of Changes.

We may revise or otherwise change or update these Terms and Conditions from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when these Terms and Conditions was last revised. When changes are made to these Terms and Conditions, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review these Terms and Conditions as there may have been changes to our policies that may affect you. If you do not agree to these Terms and Conditions as modified, then you must discontinue your use of the Online Services. Your continued use of the Online Services will signify your continued agreement to these Terms and Conditions as revised. We will make reasonable efforts to notify you of material changes to these Terms and Conditions including posting notice on the Online Services or emailing you of the changes.

13. Governing Law and Jurisdiction.

These Terms and Conditions shall be construed and interpreted according to the laws of the State of Tennessee, United States of America, without regard to the conflict of law principles or rules and expressly excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. You agree that any legal action arising from or relating in any way to the Online Services will be brought exclusively in the Federal courts located in Nashville, Tennessee or State courts located in Williamson County, Tennessee, and

you irrevocably agree to submit to the jurisdiction of such courts. These Terms and Conditions form the entire understanding and agreement with respect to the subject matter hereof and supersede any and all prior understandings or agreements.

14. Children

The Online Services are not designed to appeal to minors, and we do not knowingly attempt to solicit or receive any information from children under eighteen (18) years of age. If you are under the age of majority in your home state, which is eighteen (18) years in most states, you should use the Online Services only with the supervision of a parent or guardian who agrees to be bound by these Terms and Conditions. Additionally, certain Online Services or sections of the Online Services may be explicitly limited to people over the age of majority. If you are not old enough to access the Online Services or certain sections or features of the Online Services, you should not attempt to do so.

15. Assignment

We may assign these Terms and Conditions at any time with or without notice to you. You may not assign or sublicense these Terms and Conditions or any of your rights or obligations under these Terms and Conditions without our prior written consent.

16. Severability and Termination.

If any term or condition shall, to any extent, be invalid or unenforceable, the remainder of the terms and conditions shall not be affected thereby, nor shall the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable be affected thereby.

These Terms and Conditions and your access to the Online Services are in effect until terminated by you or us. We may terminate these Terms and Conditions and your access to the Online Services by notifying you using any contact information we have about you or by posting such termination in your User Account. You may terminate these Terms and Conditions by providing written notice of termination, including your detailed contact information and any User Account information, to us using the information in the [Contact Us](#) section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Online Services or any of their features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of these Terms and Conditions concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you will immediately cease all use of and access to the Online Services; (ii) we may delete or disable access to any of your User Content at any time; and (iii)

we may delete your User Account at any time. Termination of these Terms and Conditions will end your participation in any Reward Program and forfeit any benefits you have accrued thereunder. You agree that if your use of the Online Services is terminated pursuant to these Terms and Conditions, you will not attempt to use the Online Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur. Your use of the Online Services after termination will be a violation of this Section, which survives any termination.

Even after the termination of these Terms and Conditions, your User Account, access to the Online Services, or any User Content you have posted or submitted may remain on the Online Services indefinitely.

17. TERMS FOR USERS IN CERTAIN GEOGRAPHIC LOCATIONS

New Jersey Residents

If you are a consumer residing in New Jersey, the following provisions of these Terms and Conditions do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (i) Liability Disclaimer; (ii) Indemnity; and (iii) under the Disputes, Arbitration, and Class Action Waiver section and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of these Terms and Conditions are found to violate an established legal right.

California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” By using the Online Services, you agree that these California Civil Code Section 1542 protections no longer apply to you.

18. Contact Us

If you have any question about these Terms and Conditions, or if you have technical questions of the operations regarding the Online Services, please contact at one of the following:

Online at: <https://www.ckr.com/contact-us> to complete a form to submit feedback and indicate if you would like a team member to contact you.

Mailing Address:

6700 Tower Circle
Suite 1000
Franklin, TN 37067

These Terms and Conditions are effective as of June 15, 2026.