

# HARDEE'S ONLINE SERVICES TERMS AND CONDITIONS OF USE

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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 Hardee's® websites, mobile applications, 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**").

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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) Text Message, User Accounts, and Applications

- If you register for a User Account, you should keep your password confidential and not allow other people to use your User Account.
- 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 Hardee’s Restaurants LLC and its parents, subsidiaries, franchisees and affiliates, and their respective stockholders, directors, officers, employees, agents, successors and assigns (collectively, “**Hardee’s**,” “**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, including, without limitation, ordering and delivery services, 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 of, 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 or purchase any goods or 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. SMS Alerts Program and Other Text Messaging Program Terms**

SMS Alerts Program: Hardee's may send consenting consumers one-time verification codes and account security alerts via SMS ("Alerts") at the number provided at during account creation to maintain account security.

You can opt out of the SMS Alerts Program at any time by texting "STOP" last message you received. After you send "STOP," we may send you a confirmation message. You will then no longer receive Alerts messages from Hardee's

You can text "HELP" for assistance or contact us directly at [contactus.ckefeedback.com/USA](http://contactus.ckefeedback.com/USA) or call 800-422-4141.

Carriers, and Hardee's are not liable for delayed or undelivered messages.

Message and data rates may apply. Message frequency varies based on account activity. For privacy questions, please read our Privacy Policy

Other Text Messaging Program Terms: We may offer our customers mobile alerts regarding sales, promotional products, new product releases, loyalty program alerts, and order and delivery alerts by SMS message (each a "Text Message Program"). By participating in a Text Message Program, you acknowledge your personal information is subject to our [Privacy Policy](#).

#### **Signing Up and Opting Into a Text Message Program**

Enrollment in a Text Message Program requires you to provide your mobile phone number and to agree to these Terms and Conditions. You may not enroll if you are under eighteen (18) years old (or the applicable age of majority in your home state) or if you do not agree to these Terms and Conditions. We reserve the right to stop offering a Text Message Program and/or terminate your participation in a Text Message Program at any time with or without notice.

By opting into a Text Message Program, you:

- Authorize us to use auto dialer or non-auto dialed technology to send recurring text messages to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in).
- Acknowledge that you do not have to consent to receive text message advertisements as a condition of purchasing goods or services.
- Confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to opt into the Text Message Program.
- Consent to the use of an electronic record to document your opt-in.

While you consent to receive messages sent using automated technology, these Terms and Conditions shall not be interpreted to suggest or imply that we send any or all of our text messages using an automatic telephone dialing system (or other automated technology, as defined under applicable laws).

You may opt out of receiving text messages from us at any time by texting “STOP,” “END,” “UNSUBSCRIBE,” “CANCEL,” “QUIT,” or “PLEASE OPT ME OUT” to any of the text messages you have received from us. For a Text Message Program operated through a different number, text STOP to that number to opt out. Your opt-out request may generate either a confirmation text or a text request to clarify the Text Message Program to which it applies (if you have subscribed to more than one). To complete your opt-out, please provide the requested clarification. You acknowledge that the text message platform may not recognize and respond to unsubscribe requests that do not include the “STOP,” “END,” “UNSUBSCRIBE,” “CANCEL,” “QUIT,” or “PLEASE OPT ME OUT” keyword commands and agree that we and our service providers will have no liability for failing to honor such texts that do not contain such keyword commands. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from a Text Message Program list, is not a reasonable means of opting out. If you unsubscribe from one of our Text Message Programs, you may continue to receive text messages from us through any other programs you have joined until you separately unsubscribe from those programs. These Terms and Conditions will still apply if you withdraw the consent mentioned above or opt out of a Text Message Program.

If you need assistance at any time, or you forget what keywords are supported, just text “HELP” to the number sending the text message you received.

#### Cost and Frequency of Messages

Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone’s pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data, or other charges incurred (usage, subscription, etc.) as a result of using a Text Message Program.

Text Message Programs are offered on an “as-is” basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with a Text Message Program.

#### Supported Carriers

Supported carriers are AT&T, T-Mobile, Verizon Wireless, Sprint, Boost, Virgin Mobile, U.S. Cellular, Cricket, Alltel, Cincinnati Bell, Cellcom, C-Spire, nTelos, MetroPCS, and other smaller regional carriers. A Text Message Program may not be available on all wireless carriers. We may add or remove any wireless carrier from a Text Message Program at any time without

notice. We and mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

### Changing Your Phone Number

If you change, forfeit, or deactivate the phone number you provided to us for a Text Message Program, you agree to notify us immediately of such change or to unsubscribe from the Text Message Program prior to changing, forfeiting, or deactivating the phone number. Failure to do so constitutes a material breach of these Terms and Conditions. To do so or find out more information on our text message marketing programs, [Contact Us](#).

### 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.

Certain portions of this Online Services may be populated with User Content as noted in Section 2 above. We and all parties involved in creating, producing or delivering the Online Services, assume no responsibility or liability which may arise from the User Content, including but not limited to claims for defamation, libel, slander, obscenity, indecency, pornography, profanity, or misrepresentation. For the avoidance of doubt, the posting of, or transmission to, the Online Services, of any of the following items is strictly prohibited: pornographic, obscene, indecent, profane, defamatory, libelous, threatening, unlawful or other material which could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive or irresponsible consumption of alcohol, or otherwise violate any law or regulation.

## 8. Coupons, Promotions and Digital Offers

Coupons, promotions, digital offers, or other discounts or offers that benefit you (collectively, “**Offers**”) which are made available on the Online Services may be redeemed at participating restaurants. Some Offers may require you to perform specific redemption actions within the Online Service. Offers may not be altered, changed or modified in any way and must be used at the time of purchase. Copying, selling and internet auctioning and re-distribution of Offers in any form is strictly prohibited. All Offers are void where prohibited and redeemable for a limited time. You have no right to redeem Offers that are expired or discontinued even if the Offers remain visible on the Online Services.

You may receive Offers through accessing and/or using the Online Services. Each Offer may include separate terms and conditions, which you are responsible for reading and understanding. By accessing or redeeming an Offer, you agree to be bound by those terms. In addition, the following general terms apply to all Offers:

- i. Offers are available for a limited time as indicated within each offer.
- ii. Offers are limited to one use per recipient, unless otherwise stated. Once an Offer code has been redeemed, it will no longer be available.
- iii. Offers may only be redeemed at participating restaurants.
- iv. Offers are not transferable and are void where restricted, prohibited or taxed, or if reproduced, altered, purchased, distributed, auctioned, or sold.
- v. Offers are not eligible for cash refunds and have no cash value. Use with other offers may be restricted.

The Online Services may include various programs, offers, surveys, sweepstakes, contests, raffles or other similar promotions (collectively, “**Promotions**”) that are governed by rules and/or terms that are in addition to these Terms and Conditions. By participating in any such Promotion, you are subject to any such additional Promotions terms. You are responsible for reading and understanding: (i) the applicable Promotion terms (linked from the particular Promotion); and (ii) our [Privacy Policy](#). Together, with these Terms and Conditions, (i) and (ii) govern your participation in, and any information you submit, in connection with any such Promotions.

Unless stipulated elsewhere in the additional terms of conditions of a specific Promotion, Promotions are only open to legal residents of the fifty (50) United States, including the District of Columbia who are at least eighteen (18) years old at the time of purchase.

## 9. Mobile Application

To use the Online Services accessible through either the mobile website or the mobile application (“**Application**”), you must have a compatible mobile device and wireless mobile data service. You are responsible for obtaining and paying for such required devices and services, including without limitation all usage charges related thereto. We do not warrant that the Application will be compatible with your mobile device. Your use of the third-party service Application may be subject to additional terms related to that service from the third-party service provider (“**Application Provider**”). WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD-PARTY

SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD-PARTY SERVICE.

You acknowledge that these Terms and Conditions and your use of the Application is between you and us only, and not with any Application Provider or its affiliates or subsidiaries. As between us and an Application Provider, we are solely responsible for the Application and the Online Service Materials. If anything in these Terms and Conditions conflict with any usage rules for the Application from an Application Provider, such terms from the Application Provider control (only so far as those terms conflict with these Terms and Conditions, and then exclusively for your use of the Applications). By using the Application, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

The Application may automatically download and install updates from time to time or require the downloading and installation of updates or new versions for continued use. You acknowledge that in some instances, updates and/or new versions may reduce or remove features and functionality in prior versions of the Application.

If you download the Application, we may send you special Offers and messages. These in-Application Offers and messages are integrated features of the Application and may have specific terms and conditions outlined in the Offer. If you do not wish to receive these in-Applications Offers and messages, you must delete the Application. If you download the Application and provide permission, we may also push notifications to your device; you can opt out of push notifications in your device’s settings.

All rights you have to use the Application are for use only on appropriate products (which may require branding from the Application Provider or other entities) and are non-transferable, except that the Application may be accessed and used by other accounts associated with you via features like Apple’s Family Sharing (or similar features from other Application Providers) or volume purchasing. We are solely responsible for providing any maintenance and support services for the Application, as specified in these Terms and Conditions, or as required under applicable law. No Application Provider has any obligation whatsoever to furnish any maintenance and support services for the Application, nor any warranties for the same.

**WE DISCLAIM ALL WARRANTIES RELATED TO ANY APPLICATION.** However, in the event that the Application fails to conform to any applicable warranty that we cannot disclaim according to applicable law, you may have the right to notify the Application Provider, and the Application Provider may refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO APPLICATION PROVIDER WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY IS OUR RESPONSIBILITY.

We, not the Application Provider, are responsible for addressing any claims relating to the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and (iv) claims that the

Application infringes a third party's intellectual property rights as well as the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

## **10. User Accounts**

The Online Services may include services and/or features that allow you to open a user account to enhance such services and/or features ("**User Account**"). If you choose to sign up for a User Account, you must complete the registration process by providing current, complete, and accurate information as requested. We reserve the right to take any and all actions necessary to protect the security of the Online Services, including terminating your User Account, changing your password, or requesting information on your User Account. We have no responsibility for any loss caused by your failure to input or maintain the currency, completeness, and accuracy of your registration data. The creation of a User Account will require you to choose a user name and password. You agree to:

- i. maintain the confidentiality of your user name, password and other account information, including signing out of your User Account if multiple users will access the device;
- ii. update any information you provide us regarding your User Account;
- iii. be responsible for any and all activities that occur under your account.
- iv. notify us immediately of any unauthorized use of your account; and
- v. not to email, post, or otherwise disseminate any user name, password, or other information that provides you access to the Online Services. We are not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

We may reject, and you may not use certain information like an email address, for any reason in our sole discretion. For example, we may reject the creation of a User Account because an email or alternative method for creating a User Account is already taken. You may only have one active account at any given time, and you may not allow other people to use your User Account.

## **11. Online Ordering**

The Online Services may include the ability to order online from participating franchised restaurants ("**Operators**"). These Terms and Conditions apply only to orders placed through the Online Services. Ordering may not be available through the Online Services for all restaurant locations and some restaurants do not sell all menu items. Images of menu items on the Online Services may not be identical to what is available or that you may receive from an individual restaurant.

You are responsible for payment of your order by means of a payment option made available through the Online Services at the time of ordering. Before you submit an order, you must provide a valid form of accepted payment to use with your order. By utilizing online ordering through the Online Services, you authorize us to charge the payment method you specify. The Operator of the restaurant identified when you place your order is responsible for preparing and fulfilling your order and for any questions or other communications regarding your order.

We do not prepare the items you are purchasing from the Operator and the Operator remains responsible for all items that you purchase.

You understand that: (i) the prices for menu items displayed through the Online Services may differ from the prices offered or published by Operators for the same menu items at a restaurant location, and (ii) we reserve the right to change the prices displayed through the Online Services and applicable fees or surcharges at any time. Prices for menu items do not include applicable taxes, and fees, delivery and service fees, or related surcharges. Charges paid for completed orders are final and non-refundable. We have no obligation to provide refunds or credits, but may grant them, in our sole discretion.

Minimum order amounts may apply for orders placed through Online Services. Any applicable taxes and fees, delivery and service fees, or other related surcharges due in connection with your order will be identified when you place your order. There may be limits on the dollar values and number of orders that may be placed through the Online Services. If we are legally required to collect sales tax on your order, the tax amount will be added automatically to your purchase price. In some rare circumstances, an error in our tax database system may miscalculate the sales tax for your order. If this occurs, you may [Contact Us](#) for a refund of the tax overcharge. You may do so any time up to two years from your date of purchase and this right to a refund is your only available remedy for a sales tax error. In some circumstances, we may deny the refund if you have failed to prove that such a sales tax error occurred or do not have proper documentation, like a receipt of purchase.

## **12. Delivery Services**

Delivery may also be available through the Online Services and/or select third-party delivery services for qualifying orders placed at participating restaurant locations. To determine which locations in your area are participating, simply opt for delivery when placing an online order on one of our Online Services or download the third-party delivery service's mobile application, input your delivery address, and you will be able to order from participating restaurants in your area. When ordering through a third-party delivery service, you understand and agree that you are placing the order and paying that third-party service provider and not us or a restaurant Operator. The delivery services, regardless of whether they are placed through Online Services or a third party, are provided by the third party, and we have no responsibility or liability for the acts or omissions of the third-party delivery service provider. All orders placed through a third-party delivery service are subject to any terms and conditions provided by that service provider at the time of the order.

## **13. 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.

#### **14. 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.

#### **15. Intellectual Property and DMCA.**

All content on the Online Services, including, but not limited to, the "Hardee's" name 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.

## **16. Language**

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

## **17. 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.

#### **18. 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.

#### **19. 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. YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO ESTABLISH A USER ACCOUNT. 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.

#### **20. 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.

#### **21. 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.

## **22. 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; and (ii) Indemnity;. 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.

### 23. 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.hardees.com/contact-us> for options or <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 May 29, 2026.