

Last Updated: January 10,2023

## **AGREEMENT TO TERMS OF USE**

The following terms of use set forth below govern your access to and use of our websites, mobile applications, and all other services we provide on any social media website or forum on third party social media sites or platforms such as Facebook, Instagram, LinkedIn, X, Google+, YouTube that we sponsor or host (each of our websites, mobile applications, and each social media website or forum that we sponsor or host is referred to as a “Site” and together they are referred to as the “Sites”). Please read the terms carefully. Your use of the services constitutes your agreement to be bound by all terms. This Agreement is intended to apply broadly and it governs any and all access and use of our Sites, and to the information or content contained on our Sites, and all aspects of the service. If you disagree with any of these terms or find them unacceptable in any way, please do not use the services.

## **CHANGES TO TERMS OF USE**

We may change or add to the terms of this agreement at any time by posting the amended terms on any of our Sites without notifying you. Your use of the services after our we make any such changes shall constitute your acceptance of the terms as modified.

## **TERMS GOVERNING USE OF OUR SITES AND SERVICES**

### **Restricted Use**

Your use of any of our Sites constitutes your agreement to obey all applicable laws, rules, and regulations.

### **Age Limitations**

Our Sites and services are intended and suitable only for individuals 18 years of age and above. We disclaim all liability for use by individuals under the age of 18.

### **Privacy**

Your use of our Sites constitutes your acknowledgement that you have read, understood, and accepted our [Privacy Policy](#)

### **Social Media and Online Communities**

If you participate in any online community, discussion board or other forum that we sponsor (each a “Social Media Site”), you agree that anything you submit is being provided by you voluntarily, on a non-confidential basis, and without any compensation due to you and you grant us a perpetual, worldwide, royalty-free, transferable, and sub-licensable, right and license to

use, copy, distribute, modify, and create joint and derivative works of, your content, postings and tagged content in any form or format. You further agree that

(a) you will not post, transmit, or link to any material, websites, tagged content or other information or content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, or an expression of political or hate speech;

(b) you will post, upload or transmit only photos or materials for which you have the copyright or other permission to distribute electronically citing the original source;

(c) you will not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights;

(d) any tagged content or materials you post or upload will be owned by you or be in the public domain;

(e) you will not intentionally post, create, upload or transmit any software or other material that contains a virus or other harmful code or device;

(f) you will not solicit other users, or distribute advertising, for products or services through our Social Media Sites, distribute chain letters or messages, mass mailings or bulk email or other bulk messages, or gather email addresses for the purpose of sending bulk email or other messages to other users of our Social Media Sites;

(g) if you choose to submit content or post items in public or “chat” portions of our Social Media Sites, such material, information, photographs, and other information you post in these public or group areas is available to the other individuals using our Social Media Sites, and we do not warrant, guarantee or otherwise take steps to prevent other users from copying, displaying, uploading, transmitting or otherwise using your material, information, photographs or other information for any purpose whatsoever;

(h) you will always use caution in posting personally identifying information, and never exchange personal financial information, address, phone numbers or other personal information; (i) you will not post any material that violates any law or regulation;

(j) you will not impersonate any other person or use the identity of any other living person; and

(k) your postings will truthfully reflect your own experience.

We may terminate or restrict your access to any Social Media Site, including access through this website.

### **Selection and Removal of Tagged Content**

We will review tagged content and select certain tagged content for posting on any of our Sites, and we make no guarantee that your tagged content will be posted. You remain fully responsible and liable for your tagged content and its compliance with these terms, other applicable terms of use and applicable laws. If your tagged content is posted to any of our Sites, you may request removal of your tagged content by marking it as “private” in your social media site account or by emailing us at [Info@frank-furters.com](mailto:Info@frank-furters.com)

### **Monitoring**

We have no obligation to monitor any of our Sites, chats, discussion boards or any other materials that you or third parties transmit or post on or to any of our Sites. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Sites, discussion boards, the chats, and the materials you transmit or post, and that we may alter or remove any such materials (including, without limitation, any posting to a chat or discussion board); that we may disclose such materials and the circumstances surrounding their transmission to any third party in order to operate any of our Sites properly, to protect ourselves, our sponsors, and our other clients and visitors, and to comply with legal obligations or governmental requests.

### **Registration**

You are not required to register in order to view certain content on our Sites. However, some parts of our Sites and services will invite or require you to register and provide certain information about yourself, including your e-mail address and password. You may not be able to access certain content or features, functionalities, or services of our website or mobile application, without creating and logging into such an account. If you do choose to register, you accept responsibility for all activities that occur in your account. You agree to provide true, accurate, complete, and correct information at the time of registration, and to promptly update this information as needed so that it remains true, accurate, complete, and correct. You should keep your registration information private and not share it with anyone else. You are responsible for maintaining the confidentiality of your registration information. If you believe someone has accessed the site using your information without your authorization, e-mail us immediately at [Info@frank-furters.com](mailto:Info@frank-furters.com)

### **Transactions**

If you wish to purchase products or services described or linked to on any of our Sites, either we or the third-party provider of the product or service may request certain information from you that is applicable to such purchase, including, without limitation, credit card and other payment and shipping information. We will treat any such information as described in our [Privacy](#)

[Policy](#). By supplying such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. You agree to pay all charges incurred by you or any users of your membership account or credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including, without limitation, all shipping and handling charges. You shall also be responsible for paying any applicable taxes relating to your purchases.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MECHANISM USED IN CONNECTION WITH ANY TRANSACTION.

Descriptions or images of, or references to, products or services on any of our Sites do not imply our endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to our acceptance of any order. Price and availability of any product or service are subject to change without notice. We are not responsible for errors in the prices or descriptions of any product or service. Refunds and exchanges shall be subject to our and/or any applicable third party's refund and exchange policies in effect at the time of the transaction.

### **Copyright Notice**

Our Sites applications are owned and operated by Frankfurters, Inc. The entire contents and design of our Sites are protected by U.S. and international copyright law. All rights regarding our Site and materials contained on our Site are either owned by us, are licensed to us, or are used with permission. Frankfurters, Inc. and its licensors retain and reserve all proprietary rights to the contents of our Sites.

You may not copy, republish, upload, post, display, transmit, or frame any of these materials without prior written consent from us. You may link to, view, download, use, display and print a single copy of the materials found on any of our Sites only for personal, noncommercial, and informational purposes as long as: (1) you do not alter or modify the materials in any way; (2) you include all applicable copyright, trademark and other notices and disclaimers; and (3) you do not use the materials in a way that suggests an association with Frankfurters, Inc. or an affiliated entity. All such copies must include, at a minimum, the following copyright notice: "Copyright © 2024 Frankfurters, Inc." All rights reserved." Any other use of our Sites or the information contained here is strictly prohibited. We may terminate the above license at any time for any reason. If you breach any of these terms your license terminates immediately and automatically and without notice. Upon the termination of this

license you must stop using all of our Sites, including all content, and return or destroy all copies, including electronic copies, of the content in your possession or control.

### **Trademark Notice**

Our names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of Frankfurters, Inc.. All rights are reserved. You are not authorized to use any Frankfurters, Inc.. name or mark in any advertisement, publicity or in any other commercial manner without our prior written consent. All other trademarks appearing on our Sites are the property of their respective owners.

### **Security**

We have taken reasonable steps to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. By providing your personal information to any of our Sites, you acknowledge that you provide your personal information at your own risk.

## **LEGAL TERMS**

### **Representation and Warranties**

You represent and warrant to us that: (a) you are at least eighteen (18) years of age and (b) your use of any of our Sites will be in compliance with these terms.

### **No Warranties**

USE OF OUR SITES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SITES, AND OUR SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OURSITES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, Frankfurters, Inc. ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT ANY CONTENT ON OUR SITES IS ACCURATE, RELIABLE OR CORRECT; THAT OUR SITES WILL MEET YOUR REQUIREMENTS; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT OUR SITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR

OTHERWISE OBTAINED THROUGH THE USE OF OUR SITES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SITES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

**Indemnity**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Frankfurters, Inc., AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES AND REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, LOSSES, DAMAGES, TAX ASSESSMENTS, PENALTIES, INTEREST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM WE MAY INCUR IN CONNECTION WITH (1) YOUR FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS OR ANY APPLICABLE LAW, RULE OR REGULATION, (2) YOUR USE OF ANY OF OUR SITES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFAMATION, VIOLATION OF PUBLICITY OR PRIVACY, COPYRIGHT OR TRADEMARK INFRINGEMENT RESULTING FROM YOUR SUBMISSIONS OF ANY CONTENT, TAGGED CONTENT OR OTHER MATERIALS, (3) ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS THAT YOU CAUSE, EITHER DIRECTLY OR INDIRECTLY, (4) YOUR RELIANCE ON ANY CONTENT ON ANY OF OUR SITES, OR (5) ANY ACTIVITY OCCURRING BY OR THROUGH YOUR ACCOUNT, WHETHER TAKEN BY YOU OR ANOTHER PERSON ACCESSING OR USING YOUR ACCOUNT, WITH OR WITHOUT AUTHORIZATION.

We will use reasonable efforts to notify you of any claim, action or proceeding subject to the foregoing paragraph once we become aware of it, but any failure to provide you with notice shall not limit your indemnification obligations unless you can establish actual prejudice resulted from such failure. We reserve the right, at your expense, to assume the exclusive defense and

control of any claim, action or proceeding for which you are required to provide indemnification, and you agree to cooperate with our defense of these claims. You may not settle any claims, actions or proceedings for which you are required to provide indemnification, without our prior written consent.

### **Limitation of Liability and Damages**

YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY OF OUR SITES AND ANY OF THE SERVICE IS TO STOP USING THE SITES OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF THE FRANKNFURTERS, INC. PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE ANY OF OUR SITES OR THE MATERIALS ON ANY OF OUR SITES. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

### **Disputes**

If a dispute of any kind arises, please contact us right away by emailing us at [Info@frank-furters.com](mailto:Info@frank-furters.com). Please include your name, phone number, email address and a description of your concern and what you would like us to do about it. If we cannot resolve your concerns within sixty (60) days of your contacting us, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration.

### **Limitation on Time to Initiate a Dispute**

Unless otherwise required by law, an action or proceeding by you relating to any dispute must commence within one year after the dispute arises.

### **Binding Individual Arbitration**

This Binding Individual Arbitration Section governs all Disputes between you and Franknfurters, Inc. or any of its franchisees (the "Franknfurters, Inc. Entities"). The term "Disputes" is to be given the broadest possible meaning that will be enforced and means any dispute, claim, or controversy of any kind between you and any of the Franknfurters, Inc. Entities that arise out of or in any way relate to (1) your access to or use of any of our Sites; (2) the provision of content, services, and/or products on or through our Sites; (3) any product or service provided by or purchased from us or any of our franchisees; and/or (4) this Agreement, including the validity, enforceability or scope of this Binding Individual Arbitration Section, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal

or equitable theory. The term “Disputes” includes claims that arose or accrued before you assented to this Agreement. Claims regarding the infringement, protection or validity of your or any Frankfurters, Inc. Entity’s trade secrets, copyright, trademark or patent rights are not subject to this Binding Individual Arbitration section. However, “Disputes” shall not include claims that all or part of the Class Action Waiver, below, is invalid, unenforceable, unconscionable, void or voidable.

Except as expressly provided otherwise in this Agreement, you and we agree to arbitrate all Disputes. Either you or we may initiate an arbitration. Arbitration is less formal than a lawsuit in court and seeks to resolve Disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST US. If any provision of this arbitration provision is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Scottsdale, Arizona, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney’s fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, we will not seek to have you pay our attorney’s fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Frankfurters, Inc. also include respective subsidiaries, franchisees, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any



judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Phoenix , Arizona, or federal court for the District of Arizona located on Phoenix, Arizona.

Arbitration proceedings conducted pursuant to this provision shall be strictly confidential. The fact that an arbitration exists or is proceeding, the nature of the Dispute, all documents exchanged in connection with the arbitration, all testimony (including transcripts of testimony, if any) that is given in the arbitration proceeding, and any arbitration award shall remain confidential.

The only exceptions to this confidentiality provision are disclosures reasonably necessary to confirm or vacate an arbitration award, a judicial challenge to an arbitration award or its enforcement, or disclosure that is required by operation of law or court order; provided, however, that this Paragraph shall not prevent the disclosure of such information (1) as may be required to your legal and financial advisors and independent accountants; (2) as may be required to any Frankfurters, Inc. Entity's (a) legal, financial and other professional advisors, regulators, rating agencies, independent accountants, analysts, agents, and/or directors, (b) shareholders and/or affiliates and their respective officers, directors and legal, financial and other professional advisors, and/or (c) existing or potential insurers or reinsurers, existing or potential investors, existing or potential lenders, or existing or potential purchasers; and/or (3) as otherwise required to comply with any applicable law or regulation.

This Section shall survive any termination of this Agreement or the provision of any service to you.

### **Requests for Information**

If you contact us and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you provide us as described in our [Privacy Policy](#). (link checks)

### **Links to Other Websites**

Our Sites may contain links to third-party websites. Any such link does not imply our approval, endorsement, or recommendation for such third-party websites or the products or services offered by any third party. You agree that you access any third-party website at your own risk, and that no third-party website is governed by the terms and conditions contained in these Terms. We expressly disclaim any liability for these third-party websites and for the products and services that they offer. Please remember that when you use a link to go from one of our Sites to another website, our [Privacy Policy](#) is no longer in effect. Your use of any third-party website, including those that have a link on any of our Sites, is subject to that website's own rules and policies.

## **Downloadable Files and Email**

We do not guarantee or warrant that email or files available for downloading from any of our Sites will be free of viruses or other code that may contaminate or destroy data on your computer. You are responsible for implementing sufficient protective procedures and checks to maintain the accuracy of your data for maintaining a data back-up or other means for the reconstruction of any lost data. We do not assume any responsibility or risk for damage to your computer or its files related to your use of our services.

## **Assignment**

You may not assign any rights or obligations under this Agreement without Frankfurters, Inc.'s prior written consent. We may assign this agreement to any purchaser of substantially all of our assets or stock or any entity with which we merge.

## **Governing Law**

These Terms and your access to and/or use of any of our Sites, will be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles, except to the extent that the Federal Arbitration Act governs the Arbitration Agreement, as provided in these Terms.

## **General**

These Terms, together with our Privacy Policy, and other agreements contained on any of our Sites constitute the complete and exclusive agreement between you and Frankfurters, Inc. concerning your access to and use of our Sites, and supersede and govern over all prior proposals, agreement or other communications. Nothing in these Terms shall be construed as creating any agency, partnership or other form of joint enterprise between you and Frankfurters, Inc. Our failure to enforce any provision or exercise any right under these Terms will not constitute a waiver of such provision or right, nor will any waiver of any breach of these Terms act as a waiver of any other provision or a waiver of any future breaches. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Frankfurters, Inc.. If any provision of these Terms is declared unenforceable or invalid by a court of competent jurisdiction, the provision will be enforced to the maximum extent permitted by law, and the other provisions of these Terms will remain unaffected and in full force and effect. If necessary, Frankfurters, Inc. will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms will inure to the benefit of Frankfurters, Inc.'s successors and assigns.

**Contact Information**

Please contact us with any questions or concerns regarding this agreement at: [info@frank-furters.com](mailto:info@frank-furters.com)

**Frankfurters, Inc.**