

## **Detroit's Original Chicken Shack Terms and Conditions**

This website accessible at the domains <https://chickenshack.com/> (the "Website"), and all content contained in or on the Website, is owned by Sobeck Enterprises, Inc. ("we," "our" or "us"). These Website Terms and Conditions (our "Website Terms") constitute a legally binding agreement between you, whether personally or on behalf of your employer or company ("you" and/or "user(s)") and us. The Website provides information to you and other users about our products and menu items, allows you and place an order with one of our affiliate or an independently owned and operated franchise Detroit's Original Chicken Shack® locations, allows you to create an account with us to begin earning rewards, and provides other valuable information about us and Detroit's Original Chicken Shack® restaurants.

By using, viewing, and/or accessing the Website or the Detroit's Original Chicken Shack® mobile application (our "Mobile App") (collectively, our "Digital Services"), you acknowledge that you have reviewed and agree to be bound by these Website Terms and our Privacy Policy, which is incorporated here by reference. If you create an account on the Website or on our Mobile App, which is incorporated here by reference. Your use of our Digital Services is at all times governed by these Website Terms. If you have not read, or you otherwise object or disagree to be bound by these Website Terms or our Privacy Policy, you are prohibited from using, viewing, and/or accessing our Digital Services and must immediately cease doing so.

### **WE MAY DENY USE OF OR ACCESS TO THE WEBSITE**

Notwithstanding any provision of these Website Terms, we reserve the right to deny access to and use of the Website to you or any person for any lawful reason whatsoever in our sole and absolute discretion, including without limitation for any breach of these Website Terms, or any warranty or covenant made by you pursuant to these Terms.

Importantly, the Digital Services are not targeted or intended for use by persons under the age of 18. If you are under the age of 18, you must be at least 13 years old to use, view, and/or access the Digital Services and must do so only while supervised by an adult or legal guardian. If you are under the age of 13, or under the age of 18 and are not under the supervision of an adult or legal guardian, you are prohibited from using, viewing, and/or accessing our Digital Services and must immediately cease such actions.

### **OUR INTELLECTUAL PROPERTY**

Except as expressly provided in these Website Terms, and excluding certain links to third-party websites that display or include intellectual property owned by those third-parties, all content contained or displayed in or on the Digital Services, including without limitation all text, software, scripts, graphics, photos, logos, trademarks, service marks, the "look and feel" of the Digital Services, content arrangement, and computer programs (collectively, our "Intellectual Property"), belongs exclusively to us and/or our affiliates.

Our Intellectual Property is provided to you "AS IS," "WHERE IS" only for our marketing and display purposes, and your personal information.

You are prohibited from using, copying, reproducing, distributing, transmitting, broadcasting, displaying, selling, licensing, modifying, creating derivative works, or otherwise exploiting any of our Intellectual Property without our prior written consent. In consideration of you reading, acknowledging, and strictly complying with all of these Website Terms, we grant you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use our Intellectual Property and our Digital Services for your personal information and use only, excluding any commercial, business, or pecuniary use, or any use not necessary for you to personally learn about our products, menu items, or other information displayed on or by our Digital Services; create an account on or through our Digital Services; or place an order at one of our affiliate or independently owned and operated franchise Detroit's Original Chicken Shack® locations. We reserve the right to revoke this license and deny your access to and use of the Digital Services and our Intellectual Property in our sole and absolute discretion, for any reason whatsoever, including without limitation your breach of any of these Website Terms, or any warranty or covenant made by you under pursuant to these Website Terms.

## **YOUR RECOMMENDATIONS**

We are always looking for opportunities to improve our Digital Services, our menu offerings, or the services provided to you and other users of our Digital Services or customers of the Detroit's Original Chicken Shack® system. In that regard, we welcome any input or suggestions from you on areas where you think we may improve. You and other users of the Digital Services may from time to time send or transmit communications or materials to us suggesting or recommending changes to the Digital Services, our Intellectual Property, or our menu items or services ("Recommendations"). Any Recommendations you may send or transmit to us, whether through the Website or by any other means, belong exclusively to us and are automatically made a part of our Intellectual Property. You irrevocably assign to us all right, title, and interest to any such Recommendations and agree that we may use or implement your Recommendations in any way or manner according to our discretion, free from any claim, right, or interest by or of you. You further agree to execute or cause to be executed any instrument or documentation necessary for us to perfect our interest in any Recommendations.

## **MOBILE APP**

In order to view, access, and/or use our Digital Services available on our Mobile App, you must have a compatible mobile device. We do not warrant or represent that the Mobile App will be compatible with your mobile device.

Your use of the Mobile App is at all times subject to our Website Terms and Privacy Policy. You must review these Website Terms and our Privacy Policy carefully before using our Mobile App. We may modify or update these Website Terms and our Privacy Policy from time to time while the Mobile App is downloaded on your mobile device. You are encouraged to check these Website Terms and our Privacy Policy for updates regularly. Any update to our Website Terms or Privacy Policy will be immediately applicable to your viewing, access, and/or use of the Mobile App.

Our Mobile App 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 our Mobile App.

## **YOUR PAYMENT AUTHORIZATION**

As discussed above, the purpose of the Digital Services is, in part, to provide you with an electronic and mobile means of purchasing Detroit's Original Chicken Shack® products or placing an order for pickup or delivery with a Detroit's Original Chicken Shack® location, for which you must provide valid payment card information. By providing your payment card information on or through the Digital Services, and whether to us, one of our affiliates, or one of our vendors, you irrevocably authorize us, our affiliate, or such vendor on our behalf, as applicable, to charge the payment card provided by you in connection with such purchase or order the full amount of such purchase or order placed by you on or through the Digital Services, including any applicable delivery, shipping, and/or processing fees.

## **YOUR COVENANTS AND WARRANTIES**

As a condition to your viewing, accessing, or otherwise using the Digital Services, you covenant and warrant to us that:

- You have read and accept this Website Terms and our Privacy Policy;
- You will not crawl, scrape, or spider any page of the Website or reverse engineer or attempt to obtain the source code of the Website;
- You will not interfere with, disrupt, or attempt to so interfere with or disrupt, the Website, including without limitation distributing a virus or other harmful computer code;
- You will not violate your obligations under these Website Terms relating to our Intellectual Property, including without limitation making any derivative works of, deleting, or modifying in any way our Intellectual Property or any other content contained on the Website;
- You will not circumvent, or attempt to circumvent, our or the Website's technological or security protection mechanisms;
- You will not access, view, interact with, or otherwise use our Intellectual Property or the Website to solicit any other user of the Website or any of our employees or representatives for political, commercial, or investment purposes, other than those directly related to you using the Website for your personal informational purposes, creating a customer account, or placing an order with any Detroit's Original Chicken Shack® location;
- You are at least eighteen (18) years old;
- Any and all information or representations provided or made by you in the course of creating a customer account, or placing an order with any Detroit's Original Chicken Shack® location including without limitation your name, email address, and street address, are truthful and personal to you;
- You will not impersonate any other person, or represent that you are any person other than yourself, or provide any misleading information when placing an order through the Website, creating a customer account, or otherwise communicating with us through or on the Website;
- If making a purchase for any Detroit's Original Chicken Shack® product, or placing an order on or through the Digital Services with any Detroit's Original Chicken Shack® location, you are the owner or account holder, or have been duly authorized by the owner

or account holder, of the payment card used to make such purchase or place such order, and possess the legal capacity to enter into a contract; and

- If placing an order with any Detroit's Original Chicken Shack® location, or creating a customer account, on behalf of a company, business or nonprofit entity, or any other organization, you have been duly authorized by said company, entity, or organization to contract and make payment to the Detroit's Original Chicken Shack® location with which said order is placed on its behalf.

## **YOUR ACCOUNT**

If you create a customer account with us on or through the Digital Services, you must treat your username, password, or any other piece of information used as part of our security procedures as confidential and must not disclose it to any other person or entity. Your account is personal to you and you agree not to provide any other person with access to the Digital Services, or portions thereof, using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Website Terms.

## **DISCLAIMERS**

WHILE WE STRIVE TO MAINTAIN THE ACCURACY AND QUALITY OF ALL INFORMATION PROVIDED ON THE DIGITAL SERVICES, WE MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER AS TO THE ACCURACY, USEFULNESS, QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY INFORMATION OR CONTENT ON THE DIGITAL SERVICES. WE FURTHER MAKE NO WARRANTY OR REPRESENTATION THAT THE DIGITAL SERVICES OR ANY CONTENT OR FUNCTIONS CONTAINED THEREIN OR THEREON WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE DIGITAL SERVICES, CONTENT, OR FUNCTIONS, OR THE SERVERS THAT MAKE THE DIGITAL SERVICES AND SUCH CONTENT AND FUNCTIONS AVAILABLE, ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DISCLAIM ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR ACCESS, VIEWING, OR USE OF THE DIGITAL SERVICES, ANY SERVICES LINKED TO OR THROUGH THE DIGITAL SERVICES, OR YOUR ACCESS, VIEWING, OR USE OF ANY THIRD-PARTY DIGITAL SERVICES, INCLUDING WITHOUT LIMITATION USE OF ANY OF THE DIGITAL SERVICES' CONTENT, RESOURCES, REPRESENTATIONS, AND/OR OUR INTELLECTUAL PROPERTY. ANY SUCH USE OR RELIANCE BY YOU IS MADE SOLELY AT YOUR OWN DISCRETION AND AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY HARM, DAMAGE, OR LIABILITY TO YOU OR ANY OTHER PERSON RESULTING FROM SUCH ACCESS, VIEWING, OR USE. WE PROVIDE ALL INFORMATION, STATEMENTS, AND REPRESENTATIONS ON THE DIGITAL SERVICES ON AN "AS IS," "WHERE IS" BASIS AND DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, OR QUALITY.

SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

## **LINKS TO THIRD-PARTY WEBSITES**

The Digital Services contain links to outside or third-party websites (“Third-Party Websites”). Some of such links are provided solely for your and other users’ convenience and information, including without limitation certain social media websites and websites for completing job applications with affiliate or independently owned and operated Detroit’s Original Chicken Shack® locations. Other Third-Party Websites are owned and operated by our trusted vendors, and your use and access of such Third-Party Websites is essential for your use of some our Digital Services, such as placing an order with one of our affiliate or independently owned and operated Detroit’s Original Chicken Shack® locations for either pickup or delivery. We do not own, operate, control, oversee, or endorse any Third-Party Websites and inclusion of a link to any Third-Party Website does not imply, create, or represent any endorsement by us of any such Third-Party Website or any content, opinions, goods, or services made available to you on such Third-Party Websites. The license granted to you under these Website Terms to use, view, and/or access the Digital Services and our Intellectual Property does not apply to any third-party content or intellectual property on any such Third-Party Website.

These Website Terms do not apply to your access or use of any Third-Party Website, which may have its own terms and conditions that are separate from and unrelated to these Website Terms, our Digital Services, or us. The owners or operators of any such Third-Party Website may also maintain privacy policies and practices with respect to personal information and data collected from their users, including you, which are separate from and unrelated to our Privacy Policy. You are solely responsible for reading, understanding, and complying with any such separate terms and conditions before accessing or using any Third-Party Website. We and/or our affiliates are not responsible for the quality of any services or goods purchased from or through any such Third-Party Websites.

If you do not agree to be bound by these third parties’ website terms or privacy practices, you should not use or access the Third-Party Websites. By doing so, you will be unable to utilize some of the Digital Services.

## **LINKING TO OUR DIGITAL SERVICES**

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part, without our express written consent.

Our Digital Services may provide certain social medial features that enable you to: i) link from your own or certain Third-Party Websites (including without limitation social media platforms) to certain content on the Digital Services; ii) send emails or other communications with certain

content, or links to certain content, on the Digital Services; and/or iii) cause limited portions of content on the Digital Services to be displayed or appear to be displayed on certain Third-Party Websites (including without limitation social media platforms). You may use these features solely as they are provided by us and solely with respect to the content with which they are displayed.

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause our Digital Services, or any portions of the same, to be displayed on, or appear to be displayed by, any other website or platform, for example, by means of framing, deep linking, or in-line linking; or
- Otherwise take any action with respect to our Intellectual Property or the Digital Services that is inconsistent with, or violative of any other provision of these Website Terms

## **INDEMNIFICATION**

You agree to indemnify, hold harmless, and at our option, defend us and our affiliates, parents, subsidiaries, officers, members, shareholders, owners, managers, employees, contractors, vendors, agents, successors and assigns (our "Indemnitees") from any allegation, loss, liability, claim, fine, penalty, or demand, including reasonable attorneys' fees, made or brought by any third party due to or arising out of your access, viewing, or use of our Intellectual Property, the Website, or any content contained thereon. You agree to immediately give us notice of any such third-party claim and that you may not settle any such third-party claim against us unless we consent to the settlement in writing.

## **TEXT MESSAGES, EMAILS, AND OTHER ELECTRONIC COMMUNICATION**

By accessing, viewing, or otherwise using the Website, or sending or accepting electronic messages through the Website, you are communicating with us electronically. You hereby agree and acknowledge that all agreements, notices, disclosures, and other communications that we may provide to you electronically satisfy any legal requirement that the communications be in writing. You further agree that any notices provided by us electronically will be deemed to be given and received on the date we transmit any such electronic communication. We will not be responsible or liable to you for any communication errors, failures, or other malfunctions, or lost, stolen or misdirected transactions, transmissions, messages, or entries, or for the security of any communications.

You may also choose to communicate with us or our affiliate(s) by completing the form on either the "Feedback" page or "Contact Us" page on the Website. By providing your contact information, including your email address and telephone number, you expressly consent to receive emails, telephone calls, and/or text messages from us. If you no longer wish to receive communications from us, which may include emails, text messages, or telephone calls, you can choose to opt-out of receiving such communications by us at [michelle@chickenshack.com](mailto:michelle@chickenshack.com)

## **COPYRIGHT INFRINGEMENT**

If you are a copyright owner and believe that any content on or portion of the Digital Services or Intellectual Property infringes upon your copyrights, you may submit a notification to us pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”). To provide us notice of an infringement, you must provide a written communication to us at:

5601 Enterprise Court  
Warren, Michigan 48092

or

send an email with the subject line “DMCA Infringement Notification” to [michelle@chickenshack.com](mailto:michelle@chickenshack.com)] that includes substantially the following information:

- Identification of all copyrighted work you believe to have been infringed;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (including your name, post address, telephone number, and email address);
- A statement that you have a good faith belief that use of the copyrighted materials is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the written notice is accurate;
- A statement, under penalty of perjury, that you are, or are authorized to act on behalf of, the copyright owner; and
- Your physical or electronic signature

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective. Please be aware that you may be liable for damages (including costs and attorneys' fees) if you knowingly materially misrepresent that material or an activity on the Digital Services or Intellectual Property is infringing your copyright.

## **DISPUTE RESOLUTION & CHOICE OF LAW**

Any claim, controversy or dispute you may have at law or in equity against us, arising in whole or in part out of or relating in any way to your use or access of the Digital Services; these Website Terms, or the scope or applicability of this agreement to arbitrate (each, a “Dispute”) will be resolved in accordance with the provisions set forth herein. READ THIS SECTION CAREFULLY. It affects your rights and will have a substantial impact on how Disputes are resolved. You agree that whenever you have a Dispute, you will send a written notice to us (a “Demand”). You agree that the requirements of this paragraph will apply even to Disputes that may have arisen before you accepted these Terms.

You must send the Demand to the following address (the “Notice Address”):

5601 Enterprise Court  
Warren, Michigan 48092

You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until thirty (30) business days after you send a Demand. If the disagreement stated in the Demand is not resolved within such time period, the Dispute (1) will be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (the "Arbitrator") and conducted before a sole arbitrator in accordance with the AAA Consumer Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this paragraph; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in the place of our principle place of business at the time the arbitration is filed; (4) the Arbitrator's decision shall be controlled by these Terms and any of the other agreements referenced herein that you may have agreed or entered into; (5) the Arbitrator shall apply Michigan state law, without regard to its choice of law or conflict of law rules or principles that would result in applying the law of any other jurisdiction, consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis; the arbitration can decide only your individual claims; the Arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the Arbitrator shall not have the power to award punitive damages against us or any of our franchisees or affiliates; and (8) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor we shall be required to arbitrate their dispute. If, for any reason, the American Arbitration Association is unable or unwilling to conduct the arbitration, you may file your case with any national arbitration company that will honor the requirements set forth above.

## **LIMITATIONS OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT YOUR USE OR ACCESS OF OR TO, OR THE UNAVAILABILITY OF, THE WEBSITE, OR ANY PORTION OR FEATURE THEREOF, OR OUR INTELLECTUAL PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. BY USING OR ACCESSING THE WEBSITE AND/OR OUR INTELECTUAL PROPERTY, YOU AGREE THAT ANY LEGAL, EQUITABLE OR OTHER CLAIM OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART OUT OF OR OTHERWISE RELATED TO YOUR USE OF ACCESS, OR THE UNAVAILABILITY OF, THE WEBSITE OR ANY PORTION OR FEATURE THEREOF, OUR INTELLECTUAL PROPERTY, OR THESE WEBSITE TERMS MUST BE SERVED AND FILED WITHIN ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. YOU ACKNOWLEDGE AND AGREE THAT THIS ONE (1) YEAR CONTRACTUAL LIMITATIONS PERIOD IS NOT SUBJECT TO TOLLING AND MAY BE SHORTER THAN THE APPLICABLE STATUTE OF LIMITATIONS THAT WOULD OTHERWISE APPLY. AFTER SUCH ONE (1) YEAR PERIOD, THE AFFECTED CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED AND RELEASED, AND THE ACT,

EVENT, CONDITION OR OMISSION UPON WHICH THE AFFECTED CLAIM OR ACTION IS BASED SHALL NOT BE ACTIONABLE.

### **THESE WEBSITE TERMS ARE SUBJECT TO CHANGE**

These Website Terms are at all times subject to change by us in our sole and absolute discretion. We will post notice of any changes to these Website Terms in an easily viewable and accessible place on our Website. If you have created an account with us, we will send a notice to the email address on file alerting you of the change. You agree to be bound by any such changes and any new or different terms or provisions of these Website Terms resulting from any such changes. You further agree that you have a continuing, affirmative duty to stay aware of the current terms and provisions of this Website Terms Agreement and any changes or amendments made hereto.

### **EQUITABLE RELIEF**

You agree and acknowledge that breach or threatened breach by you of your obligations of any provisions of these Website Terms relating or pertaining to our Intellectual Property will cause irreparable harm to us for which monetary damages would not be an adequate remedy and agree that, in such event, we will be entitled to equitable relief, including a restraining order, preliminary and permanent injunctions, and specific performance, notwithstanding any the provisions of the Dispute Resolution Section of these Website Terms. Provided, however, such relief will not be exclusive and is in addition to all other remedies that may be available to us at law, in equity, or otherwise.

### **MISCELLANEOUS**

You agree that our failure or refusal to act with respect to a violation of these Website Terms by you or any other user of the Website will not waive our ability to act differently and seek relief with respect to any subsequent or similar violations.

These Website Terms, along with our Privacy Policy, constitutes the entire agreement between you and us with respect to the Website and the subject matter contained herein. You understand and agree that any additional provisions that may appear in any communication from you will not bind us.

If any provision of these Website Terms is held to be invalid, illegal, or unenforceable for any reason whatsoever, such invalidity, illegality, or unenforceability will not affect any other term or provisions of these Website Terms.

We reserve the right to delegate any of our duties under these Website Terms to any other person, entity, or subcontractor. Under no circumstances are you permitted to transfer or assign any rights provided to you under these Website Terms.

If you have any questions about these Website Terms or our Privacy Policy, you are encouraged to contact us through the "Feedback" page on the Website.