

Keith's Superstore Mobile App Terms & Conditions

Version 1.0

Effective Date: August 17, 2026

Welcome

Welcome to the Keith's Superstore Mobile App.

Thank you for choosing Keith's Superstore and for becoming part of our Loyalty Membership.

The Mobile App is designed to make every visit more rewarding by providing convenient access to Loyalty Member Benefits, Club Offers, Promotions, Loyalty Fuel Offers, Digital Coupons, Gift Card services, and other features that enhance your shopping experience.

Keith's Superstore appreciates your business and looks forward to serving you through the Mobile App and at every Keith's Superstore location.

About These Terms and Conditions

These Terms and Conditions govern your use of the Keith's Superstore Mobile App ("Mobile App") and your participation in the Keith's Superstore Loyalty Membership.

The Mobile App is designed to provide customers and Loyalty Members with convenient access to Loyalty Member Benefits, Promotions, Club Offers, Loyalty Fuel Offers, Digital Coupons, Gift Cards, store information, and other App-related services.

These Terms and Conditions explain how the Mobile App operates, the benefits available through the Loyalty Membership, and the responsibilities of both Keith's Superstore and its customers.

Please read these Terms and Conditions carefully before using the Mobile App or participating in the Loyalty Membership.

By accessing or using the Mobile App, or by enrolling in the Loyalty Membership, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

ARTICLE I – ACCEPTANCE OF TERMS

Acceptance of These Terms and Conditions

By downloading, accessing, or using the Keith's Superstore Mobile App ("Mobile App"), or by enrolling in or participating in the Keith's Superstore Loyalty Membership, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

If you do not agree to these Terms and Conditions, you should discontinue use of the Mobile App and not participate in the Loyalty Membership.

These Terms and Conditions constitute a legally binding agreement between you and Keith's Superstore regarding your use of the Mobile App and your participation in the Loyalty Membership.

1.1 Electronic Acceptance

Your use of the Mobile App constitutes your electronic acceptance of these Terms and Conditions and any future revisions made in accordance with Article XVIII.

1.2 Eligibility to Accept

By accepting these Terms and Conditions, you represent that you are legally authorized to enter into this agreement or, if you are under the age of majority, that your parent or legal guardian has provided any consent required by applicable law.

1.3 Changes to These Terms and Conditions

Keith's Superstore may update these Terms and Conditions from time to time. Changes will be administered as described in Article XVIII – General Legal Provisions.

1.4 Entire Agreement

These Terms and Conditions constitute the complete agreement governing your use of the Mobile App and your participation in the Loyalty Membership and supersede all prior understandings relating to the Mobile App and Loyalty Membership.

ARTICLE II – DEFINITIONS

Understanding Key Terms

The following definitions apply throughout these Terms and Conditions.

Unless the context requires otherwise, the following words and phrases have the meanings described below.

2.1 Customer

A "Customer" is any individual who downloads, accesses, or uses the Mobile App, whether or not they are enrolled in the Loyalty Membership.

2.2 Loyalty Member

A "Loyalty Member" is a Customer who has successfully enrolled in the Keith's Superstore Loyalty Membership.

2.3 Loyalty Membership

"Loyalty Membership" means the Keith's Superstore customer loyalty program available through the Mobile App, including eligible Loyalty Member Benefits and related services.

2.4 Mobile App

"Mobile App" means the Keith's Superstore Mobile App and any related mobile services, features, updates, or functionality made available by Keith's Superstore.

2.5 Loyalty Member Benefits

"Loyalty Member Benefits" means the Rewards, Loyalty Fuel Offers, Club Offers, Digital Coupons, Gift Card services, and other benefits or services that may be made available to eligible Loyalty Members through the Mobile App.

2.6 Loyalty Points

"Loyalty Points" means points earned by eligible Loyalty Members through qualifying purchases or promotions, which may be redeemed for available Loyalty Rewards in accordance with these Terms and Conditions.

2.7 Loyalty Rewards

"Loyalty Rewards" means Rewards issued by Keith's Superstore that may be earned or redeemed through participation in the Loyalty Membership.

2.8 Digital Wallet

"Digital Wallet" means the Mobile App feature that allows eligible Gift Cards and other approved digital services to be stored or managed through the Mobile App.

2.9 Gift Cards

"Gift Cards" means eligible Keith's Superstore Gift Cards that may be used and managed through the Mobile App, subject to applicable terms.

2.10 Club Offers

"Club Offers" means special pricing or promotional offers available exclusively to eligible Loyalty Members through the Mobile App.

ARTICLE III – ELIGIBILITY

Becoming a Loyalty Member

Keith's Superstore welcomes customers to join the Loyalty Membership and enjoy the benefits available through the Keith's Superstore Mobile App ("Mobile App").

This Article explains the eligibility requirements for participating in the Loyalty Membership.

3.1 Eligibility

The Loyalty Membership is available to eligible Customers who complete the registration process through the Mobile App and agree to these Terms and Conditions.

Participation in the Loyalty Membership is intended for personal, non-commercial use.

3.2 Accurate Information

Customers are responsible for providing accurate, current, and complete registration information when enrolling in the Loyalty Membership.

Keith's Superstore may request updated information when reasonably necessary to administer the Loyalty Membership.

3.3 One Loyalty Membership

Each Customer may maintain one (1) active Loyalty Membership.

Multiple Loyalty Memberships established for the same individual for the purpose of obtaining additional Loyalty Member Benefits are prohibited.

3.4 Eligibility Changes

Keith's Superstore reserves the right to determine eligibility for the Loyalty Membership and may deny, suspend, or terminate a Loyalty Membership when necessary to comply with these Terms and Conditions or applicable law.

Any suspension or termination will be administered in accordance with Article XV – Suspension & Termination of Loyalty Membership.

3.5 Geographic Availability

The Mobile App and Loyalty Membership are intended for use at Keith's Superstore locations.

Certain Mobile App features or offers may be limited when required by applicable law or specific promotional terms.

3.6 Age-Restricted Products

There is no minimum age requirement to enroll in the Loyalty Membership. However, participation in the Loyalty Membership does not establish eligibility to purchase or redeem offers for tobacco or other age-restricted products.

Age verification is required for purchases or redemptions involving tobacco and other age-restricted products as required by applicable law and Keith's Superstore policy. Keith's Superstore may refuse a sale or redemption when age or eligibility cannot be verified.

ARTICLE IV – LOYALTY MEMBERSHIP REGISTRATION & ACCOUNT SECURITY

Protecting Your Loyalty Membership

Keith's Superstore is committed to providing a secure and reliable experience for every Loyalty Member.

This Article explains your responsibilities for maintaining accurate account information and protecting your Loyalty Membership.

4.1 Account Security

Loyalty Members are responsible for maintaining the confidentiality of their Mobile App login credentials and for activities occurring under their Loyalty Membership.

Reasonable care should be taken to protect mobile devices, passwords, and other account credentials from unauthorized access.

4.2 Unauthorized Access

If a Loyalty Member believes that their Loyalty Membership has been accessed or used without authorization, Keith's Superstore Customer Support should be notified as soon as reasonably possible.

Keith's Superstore will review the reported concern and take appropriate action when warranted.

4.3 Account Updates

Loyalty Members are encouraged to promptly update changes to their contact information to help ensure continued access to Loyalty Member Benefits and Mobile App communications.

4.4 Account Review

Keith's Superstore may review account information when reasonably necessary to administer the Loyalty Membership, investigate reported concerns, maintain account security, or comply with applicable law.

ARTICLE V – LOYALTY MEMBER BENEFITS

Enjoying the Benefits of Loyalty Membership

The Keith's Superstore Mobile App ("Mobile App") is available to all Customers. Customers who enroll in the Keith's Superstore Loyalty Membership ("Loyalty Membership") become eligible to participate in available Loyalty Member Benefits, subject to these Terms and Conditions.

This Article provides an overview of the Loyalty Member Benefits currently available through the Loyalty Membership. The specific eligibility requirements, earning rules, redemption requirements, and limitations for each benefit are described in the applicable articles of these Terms and Conditions.

5.1 Available Loyalty Member Benefits

Eligible Loyalty Members may have access to one or more of the following Loyalty Member Benefits:

- Loyalty Points
- Loyalty Rewards
- Club Offers
- Birthday Rewards
- Welcome Bonus
- Loyalty Fuel Offers

- Digital Coupons
- Giveaways
- Other Loyalty Member Benefits that Keith's Superstore may introduce from time to time

Availability of specific Loyalty Member Benefits may vary based on the applicable offer, promotion, or program requirements.

5.2 Benefit Eligibility

Eligibility for a Loyalty Member Benefit may depend on factors including:

- Active enrollment in the Loyalty Membership.
- Completion of qualifying purchases or activities.
- Compliance with these Terms and Conditions.
- Satisfaction of the specific requirements applicable to the Loyalty Member Benefit.

Certain Loyalty Member Benefits may be available only for a limited time or while supplies last, as identified in the applicable offer or Official Rules.

5.3 Benefit Changes

Keith's Superstore may add, modify, suspend, or discontinue Loyalty Member Benefits from time to time.

Any changes to a Loyalty Member Benefit will be administered in accordance with these Terms and Conditions and any applicable offer terms or Official Rules.

ARTICLE VI – LOYALTY POINTS

Earning Loyalty Points

Loyalty Points are a Loyalty Member Benefit available through the Keith's Superstore Loyalty Membership.

Loyalty Points reward eligible Loyalty Members for qualifying purchases and may be redeemed for Loyalty Rewards in accordance with these Terms and Conditions.

This Article explains how Loyalty Points are earned, administered, adjusted, and maintained.

6.1 Earning Loyalty Points

Eligible Loyalty Members earn Loyalty Points through qualifying in-store merchandise purchases and qualifying fuel purchases.

A Loyalty Member earns a combined Loyalty Point balance through qualifying purchases as follows:

Qualifying Purchase	Loyalty Points Earned
Qualifying in-store merchandise purchases	2 Loyalty Points for every \$1.00 spent
Qualifying fuel purchases	1 Loyalty Point for every 4 gallons purchased
First qualifying transaction after enrolling in the Loyalty Membership	10 Loyalty Point Welcome Bonus

Loyalty Points earned through qualifying in-store merchandise purchases and qualifying fuel purchases are combined into a single Loyalty Point balance.

When a Loyalty Member accumulates 500 Loyalty Points, Keith's Superstore automatically issues a \$5.00 Loyalty Reward in accordance with these Terms and Conditions.

Keith's Superstore may periodically offer additional opportunities to earn bonus Loyalty Points through Promotions, Club Offers, or other Loyalty Member Benefits. Any additional earning opportunities will be subject to the terms of the applicable offer.

6.2 Qualifying Purchases

Loyalty Points are awarded only on qualifying purchases and transactions identified by Keith's Superstore.

Unless otherwise specified:

- Loyalty Points are not earned on redeemed Loyalty Rewards.
- Loyalty Points are not earned on complimentary beverages or other items provided at no charge.
- Certain products or services may be excluded from earning Loyalty Points when required by law, supplier agreements, or promotional terms.

6.3 Posting of Loyalty Points

Keith's Superstore strives to post Loyalty Points to a Loyalty Member's account promptly following a qualifying purchase or qualifying transaction.

Posting may occasionally be delayed due to transaction processing, system maintenance, or other operational circumstances.

6.4 Loyalty Point Adjustments

Keith's Superstore may add, deduct, or otherwise adjust Loyalty Points when reasonably necessary to:

- Correct administrative, technical, or processing errors.
- Reflect returned, cancelled, or reversed transactions.
- Correct duplicate transactions.
- Address fraudulent or unauthorized activity.
- Comply with these Terms and Conditions or applicable law.

If a Loyalty Member believes Loyalty Points were not properly awarded or adjusted, Keith's Superstore Customer Support should be contacted for review.

6.5 Loyalty Point Limitations

Loyalty Points:

- Have no cash value.
- Are non-transferable.
- May not be sold, exchanged, or assigned.
- May only be redeemed through the Keith's Superstore Loyalty Membership in accordance with these Terms and Conditions.

Loyalty Points themselves do not expire unless otherwise stated by Keith's Superstore. However, Loyalty Rewards earned through Loyalty Points are subject to the expiration provisions described in Article VII – Loyalty Rewards.

ARTICLE VII – LOYALTY REWARDS

Redeeming Your Loyalty Rewards

Loyalty Rewards are earned by accumulating Loyalty Points through qualifying purchases as described in Article VI – Loyalty Points.

This Article explains how Loyalty Rewards are issued, redeemed, and administered through the Keith's Superstore Loyalty Membership.

7.1 Earning a Loyalty Reward

When a Loyalty Member accumulates 500 combined Loyalty Points, Keith's Superstore automatically issues a \$5.00 Loyalty Reward to the Loyalty Member's account.

Combined Loyalty Points include qualifying Loyalty Points earned through eligible in-store merchandise purchases and qualifying fuel purchases in accordance with Article VI – Loyalty Points.

7.2 Redeeming a Loyalty Reward

A \$5.00 Loyalty Reward may be redeemed toward an eligible purchase in-store or at the fuel pump at a participating Keith's Superstore location.

A Loyalty Reward:

- Has a redemption value of \$5.00.
- Must be redeemed in one (1) transaction.
- Must be used in its entirety during that transaction.
- Cannot be redeemed for cash, except where required by applicable law.

May be redeemed only by the Loyalty Member associated with the account.

May not be sold, transferred, exchanged, or assigned.

If the total eligible purchase is less than \$5.00, the remaining value of the Loyalty Reward is forfeited and will not be refunded, credited, or carried forward.

7.3 Reward Expiration

Unless otherwise specified by Keith's Superstore, a Loyalty Reward expires 30 days after it is issued.

Expired Loyalty Rewards are automatically removed from the Loyalty Member's account and cannot be reinstated except as expressly authorized by Keith's Superstore.

7.4 Eligible Purchases

Loyalty Rewards may be redeemed only toward eligible purchases.

Loyalty Rewards cannot be redeemed for items or transactions that are excluded by Keith's Superstore or prohibited by applicable law. Excluded items may include, but are not limited to:

- Gift cards.
- Lottery purchases.
- Newspapers.
- Car washes.
- Other items identified by Keith's Superstore or required by law.

Additional redemption restrictions may apply based on applicable laws, regulations, or individual promotions.

ARTICLE VIII – CLUB OFFERS, PROMOTIONS, GIVEAWAYS & DIGITAL COUPONS

Saving More with the Mobile App

The Keith's Superstore Mobile App ("Mobile App") provides Customers and Loyalty Members with access to a variety of savings opportunities and special offers.

This Article explains the different types of offers that may be available and how they are administered.

8.1 Club Offers

Club Offers are Loyalty Member Benefits that reward repeat purchases of designated products.

Unless otherwise specified, Club Offers follow a Buy 5, Get the 6th FREE structure.

Qualifying purchases made toward a Club Offer earn Loyalty Points in accordance with Article VI – Loyalty Points. Complimentary Club Offer items do not earn Loyalty Points.

Club Offer requirements, participating products, expiration dates, and any additional terms will be identified in the applicable offer.

8.2 Promotions

Keith's Superstore may periodically offer Promotions to Customers through the Mobile App and at participating Keith's Superstore locations.

Promotions may include temporary pricing, bundled offers, limited-time discounts, featured products, seasonal offers, or other promotional opportunities.

Unless otherwise stated, Promotions are available to all Customers at all participating Keith's Superstore locations. Promotion dates, terms, pricing, and other promotional details are intended to be consistent throughout participating Keith's Superstore locations.

Occasionally, product availability may vary by location due to inventory levels or other operational circumstances. Availability of a promotional item at one location does not guarantee availability at another location.

8.3 Giveaways

From time to time, Keith's Superstore may conduct Giveaways in connection with the Mobile App or Loyalty Membership.

No purchase or Loyalty Membership is necessary to enter or win a Keith's Superstore Giveaway. Customers are not required to make a purchase, enroll in the Loyalty Membership, earn Loyalty Points, or redeem Loyalty Rewards to enter. Each Giveaway will provide an eligible method of entry that does not require a purchase or Loyalty Membership. Additional eligibility requirements, entry methods, deadlines, prize details, and other terms will be provided in the applicable Official Rules.

Each Giveaway is governed by its own Official Rules, which will describe eligibility requirements, entry methods, prizes, winner selection procedures, deadlines, and any other applicable terms.

By participating in a Giveaway, participants agree to comply with the applicable Official Rules.

8.4 Digital Coupons

The Mobile App may provide Customers and Loyalty Members with access to Digital Coupons offered by Keith's Superstore, manufacturers, or other third-party providers.

Digital Coupons may be subject to eligibility requirements, expiration dates, product restrictions, quantity limits, and other terms established by the coupon provider.

Keith's Superstore is not responsible for changes to, or the availability of, manufacturer or third-party Digital Coupons.

Manufacturer- or supplier-funded offers may differ by location when required by state law, manufacturer requirements, or product eligibility. Promotion dates and general offer terms are intended to remain consistent where permitted, but the specific offer available may vary by location.

8.5 Availability of Offers

All offers described in this Article are subject to availability and may be modified, suspended, or discontinued by Keith's Superstore in accordance with these Terms and Conditions.

Participation in any offer is subject to the specific terms of the applicable offer, Promotion, Giveaway, Digital Coupon, or Official Rules, as applicable.

ARTICLE IX – FUEL PURCHASES, FUEL PRICING & LOYALTY FUEL OFFERS

Fuel Information & Loyalty Benefits

The Keith's Superstore Mobile App ("Mobile App") provides Customers with access to current fuel pricing and gives eligible Loyalty Members opportunities to earn Loyalty Points and participate in Loyalty Fuel Offers.

This Article explains how fuel purchases, fuel pricing, and Loyalty Fuel Offers are administered through the Mobile App.

9.1 Fuel Purchases

Eligible Loyalty Members earn Loyalty Points on qualifying fuel purchases in accordance with Article VI – Loyalty Points.

Unless otherwise specified by Keith's Superstore, Loyalty Members earn 1 Loyalty Point for every 4 gallons of qualifying fuel purchased.

Loyalty Points earned through qualifying fuel purchases are combined with Loyalty Points earned through qualifying in-store merchandise purchases to determine eligibility for Loyalty Rewards.

9.2 Fuel Pricing

Fuel prices displayed in the Mobile App are provided as a convenience to Customers.

Fuel prices may vary by Keith's Superstore location and are subject to change without notice.

While Keith's Superstore makes reasonable efforts to keep fuel prices current, the price displayed at the fuel dispenser at the time of purchase is the price that governs the transaction.

9.3 Loyalty Fuel Offers

From time to time, Keith's Superstore may offer Loyalty Fuel Offers to eligible Loyalty Members.

Loyalty Fuel Offers may require the purchase of designated products or participation in a qualifying promotion to receive a fuel discount or other fuel-related benefit.

The qualifying purchases, discount amount, maximum gallons, redemption period, participating locations, and any other applicable terms will be identified in the applicable offer.

Unless otherwise specified, Loyalty Fuel Offers are available only during the promotional period and are subject to the terms of the applicable offer.

ARTICLE X – GIFT CARDS & DIGITAL WALLET

Gift Cards & Digital Wallet

The Keith's Superstore Mobile App ("Mobile App") may provide Customers with access to Gift Card and Digital Wallet features designed to enhance the customer experience.

This Article explains the current functionality of these Mobile App Features and how they may evolve over time.

10.1 Digital Wallet

The Digital Wallet is a Mobile App Feature available to Customers.

Keith's Superstore may enhance or expand Digital Wallet functionality from time to time as new Mobile App Features become available.

10.2 Keith's Superstore Gift Cards

Keith's Superstore Gift Cards may be purchased and redeemed in accordance with their applicable terms and conditions.

At this time:

- **Keith's Superstore Gift Cards cannot be reloaded through the Mobile App.**
 - **Physical Gift Cards that rely on a magnetic stripe cannot be stored or redeemed through the Digital Wallet.**
 - **Loyalty Rewards, Loyalty Fuel Offers, and other Loyalty Member Benefits are administered through the Mobile App and are not stored as Digital Wallet balances.**
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10.3 Future Digital Wallet Features

Keith's Superstore may introduce additional Digital Wallet functionality, Gift Card capabilities, payment services, or other Mobile App Features from time to time.

Any new functionality will become subject to these Terms and Conditions when it becomes available through the Mobile App.

ARTICLE XI – COMMUNICATIONS

Keeping You Informed

Keith's Superstore uses the Mobile App to keep Customers and Loyalty Members informed about their accounts, Loyalty Member Benefits, special offers, and other important information.

This Article explains how Keith's Superstore may communicate with Customers and Loyalty Members through the Mobile App and related communication channels.

11.1 Communication Methods

Keith's Superstore may communicate with Customers and Loyalty Members through one or more of the following methods:

- **Push Notifications**
- **SMS/Text Messages**
- **Email**

- **Messages displayed within the Mobile App**

The communication methods available may depend on the contact information provided, device settings, communication preferences, and Mobile App functionality.

11.2 Types of Communications

Keith's Superstore may send communications regarding:

- **Loyalty Member Benefits**
 - **Loyalty Points and Loyalty Rewards**
 - **Club Offers**
 - **Giveaways**
 - **Loyalty Fuel Offers**
 - **Mobile App updates and new features**
 - **Account or security notifications**
 - **Changes to these Terms and Conditions**
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11.3 Communication Preferences

Customers and Loyalty Members may manage certain communication preferences through the Mobile App or their device settings, where available.

Disabling certain communications may limit a Customer's or Loyalty Member's ability to receive information regarding Loyalty Member Benefits, Giveaways, Loyalty Fuel Offers, or other Mobile App Features.

Required account, security, or legal communications may continue to be provided when permitted or required by applicable law.

11.4 Message & Data Rates

SMS/Text Messages may be subject to message and data rates charged by a customer's wireless carrier.

Keith's Superstore is not responsible for any charges imposed by a wireless carrier for SMS/Text Messages or other mobile communications.

ARTICLE XII – PRIVACY & INFORMATION COLLECTION

Respecting Your Privacy

Keith's Superstore values the privacy of our Customers and Loyalty Members.

The Keith's Superstore Mobile App ("Mobile App") collects and uses certain information to operate the Mobile App, administer the Loyalty Membership, provide Loyalty Member Benefits, communicate with Customers and Loyalty Members, and improve the overall customer experience.

This Article explains the types of information that may be collected and how that information may be used.

12.1 Information We Collect

Depending on how the Mobile App is used, Keith's Superstore may collect information including:

- **Name and contact information.**
- **Loyalty Membership registration information.**
- **Purchase and transaction history associated with the Loyalty Membership.**
- **Loyalty Points, Loyalty Rewards, Club Offers, and other Loyalty Member Benefit activity.**
- **Mobile App usage information.**
- **Device information necessary to support Mobile App functionality.**
- **Location information when permitted by the Customer's device settings.**

Keith's Superstore collects only the information reasonably necessary to provide Mobile App Features and Loyalty Member Benefits.

12.2 How We Use Information

Keith's Superstore may use collected information to:

- **Administer the Loyalty Membership.**
- **Provide Mobile App Features and Loyalty Member Benefits.**
- **Process qualifying purchases and Loyalty Point activity.**
- **Deliver communications authorized by these Terms and Conditions.**
- **Improve Mobile App performance, functionality, and customer experience.**
- **Comply with applicable laws and legal obligations.**

Keith's Superstore does not sell Customer or Loyalty Member personal information.

12.3 Protecting Your Information

Keith's Superstore uses reasonable administrative, technical, and physical safeguards designed to help protect the information collected through the Mobile App.

While Keith's Superstore takes reasonable measures to protect information, no method of electronic transmission or data storage can be guaranteed to be completely secure.

12.4 Third-Party Services

Certain Mobile App Features may rely on third-party service providers, including providers that support Digital Coupons, Mobile App services, analytics, messaging, payment processing, or other technical services.

Those providers may collect or process information as necessary to perform the services they provide to Keith's Superstore and remain responsible for handling information in accordance with their applicable agreements and legal obligations.

12.5 Privacy Updates

Keith's Superstore may update its privacy practices from time to time to reflect changes in the Mobile App, applicable law, or business operations.

Any material changes affecting the collection or use of Customer information will be communicated as required by applicable law.

ARTICLE XIII – USING THE MOBILE APP RESPONSIBLY

Keeping the Mobile App Fair for Everyone

This Article explains the responsibilities of Customers and Loyalty Members when using the Keith's Superstore Mobile App ("Mobile App") and participating in the Loyalty Membership.

13.1 Responsible Use

Customers and Loyalty Members are expected to use the Mobile App and participate in the Loyalty Membership honestly and in accordance with these Terms and Conditions.

The Mobile App and Loyalty Membership are intended for personal, non-commercial use.

13.2 Loyalty Membership Integrity

Loyalty Member Benefits are intended solely for the registered Loyalty Member.

Customers and Loyalty Members may not attempt to obtain Loyalty Member Benefits through fraudulent, deceptive, or unauthorized activity, including creating multiple accounts, providing false information, manipulating transactions, or attempting to circumvent the intended operation of the Mobile App or Loyalty Membership.

13.3 Appropriate Use of the Mobile App

Customers and Loyalty Members may not:

- **Use the Mobile App in a manner that interferes with its normal operation.**
 - **Attempt to gain unauthorized access to Mobile App systems, accounts, or information.**
 - **Use automated tools, bots, or similar technologies to access or misuse the Mobile App.**
 - **Engage in any activity that violates applicable law or infringes upon the rights of Keith's Superstore or others.**
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13.4 Investigation of Misuse

Keith's Superstore reserves the right to investigate activity that reasonably appears to violate these Terms and Conditions or compromise the integrity, security, or intended operation of the Mobile App or Loyalty Membership.

When appropriate, Keith's Superstore may take reasonable action consistent with these Terms and Conditions, including the actions described in Article XV – Suspension & Termination of Loyalty Membership.

13.5 Protecting the Mobile App

Keith's Superstore may implement reasonable measures designed to protect the Mobile App, Loyalty Membership, Customers, and Loyalty Members from fraud, abuse, unauthorized activity, or other misuse.

These measures are intended to help maintain a secure, reliable, and fair experience for everyone using the Mobile App.

ARTICLE XIV – ERRORS, ADJUSTMENTS & CORRECTIONS

Making Things Right

While Keith's Superstore strives to provide an accurate and reliable Mobile App experience, occasional administrative, technical, pricing, or processing errors may occur.

This Article explains how Keith's Superstore addresses those situations.

14.1 Correcting Errors

Keith's Superstore reserves the right to correct administrative, technical, pricing, processing, or system errors affecting the Mobile App, Loyalty Membership, Loyalty Member Benefits, or related transactions.

Corrections may be made whether an error is identified before or after a transaction is completed.

14.2 Adjustments

When reasonably necessary, Keith's Superstore may adjust Loyalty Points, Loyalty Rewards, Club Offer progress, Loyalty Fuel Offers, or other Loyalty Member Benefits to correct an error or accurately reflect a qualifying transaction.

Keith's Superstore will make reasonable efforts to ensure adjustments are accurate and appropriate.

14.3 Pricing & Promotion Errors

If a pricing, promotion, or other offer is displayed incorrectly due to a technical, typographical, administrative, or system error, Keith's Superstore reserves the right to correct the error and administer the applicable transaction in accordance with the correct offer terms.

14.4 Reporting an Error

Customers and Loyalty Members who believe an error has occurred should contact Keith's Superstore Customer Support as soon as reasonably possible.

Keith's Superstore will review the available information and, when appropriate, make the necessary correction.

14.5 Effect of Corrections

Corrections made under this Article do not constitute a breach of these Terms and Conditions and are intended to ensure the fair and accurate administration of the Mobile App and Loyalty Membership.

ARTICLE XV – SUSPENSION & TERMINATION OF LOYALTY MEMBERSHIP

Protecting the Loyalty Membership

This Article explains when Keith's Superstore may suspend or terminate a Loyalty Membership and the effect of suspension, termination, or voluntary cancellation.

15.1 Suspension or Termination

Keith's Superstore reserves the right to suspend or terminate a Loyalty Membership when reasonably necessary, including if a customer or Loyalty Member:

- **Violates these Terms and Conditions.**
 - **Provides false, misleading, or fraudulent information.**
 - **Engages in fraudulent, deceptive, or unauthorized activity.**
 - **Misuses the Mobile App or Loyalty Membership.**
 - **Uses the Loyalty Membership in a manner inconsistent with its intended purpose.**
 - **Engages in activity that may compromise the security, integrity, or intended operation of the Mobile App or Loyalty Membership.**
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15.2 Voluntary Cancellation

A Loyalty Member may cancel their Loyalty Membership at any time by contacting Keith's Superstore Customer Support or by using any cancellation feature that may become available through the Mobile App.

Cancelling a Loyalty Membership ends participation in the Loyalty Membership but does not necessarily delete the Customer's Mobile App account, if one remains available.

15.3 Effect of Suspension, Termination, or Cancellation

Unless otherwise required by applicable law or expressly authorized by Keith's Superstore:

- **Unredeemed Loyalty Points will be forfeited.**
- **Unredeemed Loyalty Rewards will be forfeited.**
- **Uncompleted Club Offer progress will be forfeited.**
- **Unredeemed Loyalty Member Benefits will be forfeited.**

A suspended or terminated Loyalty Member is no longer eligible to earn or redeem Loyalty Member Benefits.

15.4 Reinstatement

Keith's Superstore may, but is not obligated to, reinstate a suspended Loyalty Membership when appropriate under the circumstances.

Any reinstatement is at the sole discretion of Keith's Superstore and may be subject to these Terms and Conditions then in effect.

A Customer who voluntarily cancels their Loyalty Membership and later enrolls again will be treated as a new Loyalty Member. Previously earned Loyalty Points, Loyalty Rewards, Club Offer progress, and other Loyalty Member Benefits will not be restored unless otherwise authorized by Keith's Superstore.

ARTICLE XVI – DISCLAIMERS

Understanding Mobile App Availability

This Article explains the limitations that may affect the availability, functionality, and information provided through the Keith's Superstore Mobile App ("Mobile App").

16.1 Mobile App Availability

Keith's Superstore makes reasonable efforts to keep the Mobile App and its features available and operating properly. However, uninterrupted or error-free access cannot be guaranteed at all times.

The Mobile App or certain Mobile App Features may be temporarily unavailable due to maintenance, updates, technical issues, internet connectivity, third-party service interruptions, or other circumstances beyond Keith's Superstore's reasonable control.

16.2 Information Accuracy

Keith's Superstore strives to provide accurate and current information through the Mobile App, including information relating to Loyalty Member Benefits, fuel pricing, Club Offers, Promotions, Giveaways, Loyalty Fuel Offers, and other Mobile App Features.

If administrative, technical, typographical, pricing, or system errors occur, Keith's Superstore reserves the right to correct those errors in accordance with Article XIV – Errors, Adjustments & Corrections.

16.3 Third-Party Services

Certain Mobile App Features rely on services provided by third parties, including Digital Coupons, messaging services, analytics, payment processing, and other technology providers.

Keith's Superstore is not responsible for delays, interruptions, or service failures caused by third-party providers that are beyond Keith's Superstore's reasonable control.

ARTICLE XVII – LIMITATION OF LIABILITY

Understanding Our Responsibilities

This Article explains the limitations of Keith's Superstore's responsibility for the Keith's Superstore Mobile App ("Mobile App"), the Loyalty Membership, and related Mobile App Features as permitted by applicable law.

17.1 Limitation of Liability

To the fullest extent permitted by applicable law, Keith's Superstore shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising from or relating to the use of, or inability to use, the Mobile App, the Loyalty Membership, or any Mobile App Feature.

This limitation applies regardless of the legal theory asserted and even if Keith's Superstore has been advised of the possibility of such damages.

17.2 Circumstances Beyond Our Reasonable Control

Keith's Superstore is not responsible for delays, interruptions, service failures, or other events affecting the Mobile App or Loyalty Membership when caused by circumstances beyond Keith's Superstore's reasonable control, including:

- **Internet or network outages.**
 - **Mobile device or operating system failures.**
 - **Wireless carrier interruptions.**
 - **Third-party service provider interruptions.**
 - **Power outages.**
 - **Natural disasters.**
 - **Government actions.**
 - **Cybersecurity incidents beyond Keith's Superstore's reasonable control.**
 - **Other events beyond Keith's Superstore's reasonable control.**
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17.3 Customer Rights

Nothing in these Terms and Conditions is intended to limit or exclude any rights or remedies that cannot be limited or excluded under applicable law.

If applicable law provides greater protections to Customers or Loyalty Members, those protections will govern to the extent required by law.

ARTICLE XVIII – GENERAL LEGAL PROVISIONS

General Terms

This Article contains the general legal provisions that apply to the Keith's Superstore Mobile App ("Mobile App"), the Loyalty Membership, and these Terms and Conditions.

18.1 Changes to the Mobile App and Loyalty Membership

Keith's Superstore may modify, enhance, suspend, discontinue, or replace Mobile App Features or Loyalty Member Benefits from time to time.

Keith's Superstore may also update these Terms and Conditions to reflect changes in the Mobile App, the Loyalty Membership, applicable law, or business practices.

Continued use of the Mobile App or participation in the Loyalty Membership after updated Terms and Conditions become effective constitutes acceptance of those changes.

18.2 Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Mississippi, without regard to its conflict of law principles.

18.3 Severability

If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

18.4 No Waiver

Keith's Superstore's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or any other rights under these Terms and Conditions.

18.5 Entire Agreement

These Terms and Conditions constitute the entire agreement governing the Mobile App and Loyalty Membership between Keith's Superstore and the Customer or Loyalty Member with respect to the matters addressed in this document.

18.6 Intellectual Property

The Keith's Superstore name, Keith's Superstore logos, the Keith's Superstore Cheetah, Mobile App content, graphics, designs, text, and other Keith's Superstore brand materials are owned by Keith's

Superstore or used under valid license and are protected by applicable trademark, copyright, and other intellectual property laws.

Keith's Superstore and the Keith's Superstore Cheetah are registered trademarks. Nothing in these Terms and Conditions grants a Customer or Loyalty Member any ownership interest or right to reproduce, distribute, modify, or commercially use Keith's Superstore intellectual property without prior authorization.

18.7 Questions

Questions regarding the Mobile App, Loyalty Membership, or these Terms and Conditions may be directed to Keith's Superstore Customer Support using the contact methods made available through the Mobile App or other official Keith's Superstore communications.