

## TERMS OF USE AGREEMENT

BY ACCESSING OR USING THIS WEBSITE AND/OR MOBILE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE AND/OR IMMEDIATELY UNINSTALL THIS APPLICATION AND DISCONTINUE ITS USE.

These Terms of Use ("Terms of Use") apply to your access to, and use of, all or part of any website, mobile application, online service, or other digital asset (collectively, the "Digital Services") of Maverik, Inc., its affiliates, subsidiaries, and related companies (collectively, "we," "us," "our", or the "Maverik Companies"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with the Company for products, services, or otherwise. If you are using the Digital Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf, and that such entity agrees to indemnify the Company for violations of these Terms of Use. These Terms of Use contain disclaimers and other provisions that limit our liability to you.

In the event there is any conflict or inconsistency between these Terms of Use and any other terms of use that appear on the Digital Services, these Terms of Use will govern. However, if you navigate away from the Digital Services to a third-party site, you may be subject to alternative terms and conditions of use, as may be specified on such site. In such event, the terms and conditions of use applicable to that site will govern your use of that site. While the Company makes reasonable efforts to provide accurate and timely information about the Company on the Digital Services, you should not assume that the information is always up to date or that the Digital Services contain all the relevant information available about the Company.

The Company reserves the right to change or modify these Terms of Use or any policy or guideline of the Digital Services, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the Digital Services, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Digital Services will confirm your acceptance of such changes or modifications; therefore, you should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to your use of our Digital Services. If you do not agree to the amended terms, you must stop using the Digital Services.

## ARBITRATION AND CLASS WAIVER NOTICE

**Please note that these Terms of Service contain an arbitration clause and class action waiver (see "[Dispute Resolution, Arbitration. Class Waiver](#)" section below). Through your agreement to these Terms of Use: (i) you and The Company agree to resolve through binding, individual arbitration, and not in court, any and all disputes arising from or relating to these Terms of Use, the Digital Services, or any other services or products provided, sold, purchased, managed, operated, or fulfilled by the Company; and (ii) you and the Company each expressly waive any rights to enforce this agreement in court or as a class, subject to the limited exceptions described below. THIS MEANS THAT ALL DISPUTES WILL BE DECIDED BY AN ARBITRATOR AND YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND THE RIGHT TO A TRIAL BY JURY. AS WELL AS THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**

## Eligibility, Registration and User Account Information

**Information related to Minors:** The Company does not knowingly collect information directly from minors—persons under the age of 16, or another age as defined by law—via our Digital Services or offline, other than when required to comply with the law or for safety or security reasons.

**NOTICE TO PARENTS AND GUARDIANS:** If you are a parent or guardian of a minor who has provided information without your knowledge or consent, you may submit a request to remove the minor's information by calling Customer Service at (800)789-4455 or emailing us at [privacy@maverik.com](mailto:privacy@maverik.com). **This email is for data privacy matters only. For all other questions or concerns, please email [CustomerService@maverik.com](mailto:CustomerService@maverik.com).**

In order to participate in certain areas of our Digital Services, you will need to register for an account. You agree to (a) create only one account; (b) provide accurate, truthful, current and complete information when creating your account; (c) maintain and promptly update your account information; (d) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer; (e) promptly notify the Company if you discover or otherwise suspect any security breaches relating to the Digital Services; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

Features on the Digital Services, such as our Loyalty Programs, store locator, feedback, account management, and interaction with social media sites, may use, maintain, or transmit your Personal Information, including, without limitation, user names, passwords, proper names, email address, address, location, financial information (including banking information), virtual card information, GPS location information, and information for and from third-party social-media accounts (collectively "User Information").

By acknowledging and agreeing to this Agreement, or by using the Digital Services, you consent to the transmission of User Information to the Company, including its agents and third-party partners, and consent to the Company, including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for Digital Services functionality and for the purposes disclosed in and consistent with the Company [Privacy Notice](#).

Specifically, for mobile applications, you are solely responsible for the confidentiality and security of User Information sent from or stored on the Apple® Device or Android Device by the application.

You are also solely responsible for all transactions and activities undertaken by anyone or anything with any Loyalty Programs registered in your name, whether authorized or unauthorized. The Company shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions or other activities related to the Digital Services.

## Use of Digital Services

As between you and the Company, the Company is solely responsible for the Digital Services. Neither Apple, Inc. (Apple Store), Google, Inc. (Google Play), nor any other app store or marketplace is responsible for the mobile app or any contents.

The Digital Services are the property of the Company and/or its licensors and contractors. You are granted a non-exclusive, revocable, non-assignable, personal, non-transferable and limited license to view the Digital Services and to print off copies of any or all of the pages of the Digital Services provided (a) it is used only for non-commercial informational purposes (except it may be used in furtherance of your commercial relationship with the Company), (b) you do not remove or obscure the copyright notice or other notices, and (c) you do not violate this Agreement or any third-party rights. Without the prior written consent of the Company, you are not allowed (i) to modify, copy, mine, scrape, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or material, products or services obtained from the Digital Services; (ii) to reproduce any part of the Digital Services or mirror any material contained on the Digital Services on any other server; or (iii) to create a link to or from the Digital Services.

The Company reserves the right, at its discretion, to refuse access to the Digital Services or to take any other appropriate action if it believes that a visitor's conduct is in violation of applicable law or this Agreement. The Company reserves the right to withdraw or amend the Digital Services, and any service or material provided on the Digital Services, in our sole discretion without notice.

### **Mobile Devices & Third-Party Restrictions**

If you access our Digital Services on mobile devices, or if you request that we send you text messages, you understand that your mobile carrier's standard charges will apply. You will only receive text message alerts from our Digital Services if you expressly agree to receive them. Message frequency varies. Standard/other text messaging rates apply, according to your wireless carrier's rate plan, and we recommend that you review your plan for details. We will not be responsible for any text messaging or other charges incurred by you or by a person that has access to your wireless device or telephone number as a result of any text messages you receive based on requests from your device or account.

If you access our Digital Services through a mobile application or other type of third party platform, the applicable terms for the platform through which you downloaded the mobile application (including without limitation the Apple App Store or Google Play Store) may apply in addition to these Terms of Use and you agree that you are subject to such application or platform terms in addition to these Terms of Use. Any Mobile Apps installed from the Apple App Store or Google Play Store must be installed on a device you control or own and must be used in accordance with the Usage Rules set forth in the Apple Media Services Terms and Conditions, Google Terms of App, and the Google Play Terms of App except that the Mobile Apps may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

Consistent with our legitimate business interests, we (or if appropriate, certain third-parties) may send you marketing and promotional communications if you sign up for such communications or purchase products or services from us. For example, we may process Contact Data and Identity Data when you opt-in to receive marketing communications via email or SMS. Similarly, we may also collect Device/Network Data and Contact Data so that we can determine whether you have opened an email or otherwise interacted with our communications, and we may generate Inference Data based on these interactions. No mobile opt-in or text message consent will be shared with third parties or affiliates for marketing purposes.

You can withdraw your consent to receive marketing communications by clicking on the unsubscribe link in an email (for email), by responding with "OPT-OUT," STOP, or other supported unsubscribe message

(for SMS or MMS), by adjusting the push message settings for our mobile apps using your device operating system (for push notifications), or for other communications, by [contacting us](#) using the information below. To opt-out of the collection of information relating to email opens, configure your email so that it does not load images in our emails.

### **Permitted Use of Mobile Applications**

Our Mobile Applications “Mobile Apps” are protected by copyright and may not be sold, redistributed, copied, made available to the public, or part of a derivative work created by you without the express written consent of the Company. You may not attempt to decompile, reverse engineer, disassemble or otherwise modify our Mobile Apps, or in any way compromise the security of data stored or transmitted by our Mobile Apps.

### **In-App Purchases**

Our Mobile Apps may allow you to enter into a paid subscription or make other purchases through an “in-app purchase” at the cost indicated in the Mobile Apps. If you choose to make a purchase using the in-app purchase functionality, the operator of the Mobile Apps store (such as Apple App Store or Google Play Store) will process your payment, subject to the terms of use and privacy policies of the processing party. The Company is not responsible for errors of these in-app purchase stores. Please review the [Apple Required Terms](#) and [Additional Terms Relevant to Google Inc.](#) below.

### **Prohibited Use of the Digital Services**

You agree that all information you provide on the Digital Services must be correct, current and complete. As an express condition of your use of any Digital Service, you explicitly agree not to use it for any purpose that is unlawful or prohibited by this Agreement as the same could lead to criminal or civil prosecution. Also, you agree not to use the Digital Services in any way that could damage, disable, overburden, or impair the same, or interfere with others’ use. Furthermore, you agree not to attempt to gain access to the Company computer systems or networks connected to the Company through fraud, hacking, password mining or any other means, or to attempt to reverse engineer any portion of the Digital Services. Additionally, you agree not to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity.

### **Product and Service Information**

The information and material presented on or through the Digital Services is made available solely for general information purposes. The Digital Services may contain information related to the Company and its daily fuel prices, product information and pricing, store specials, manufacturer’s rebates, store facilities, store locations, service offerings, service availability, and other special offers. The Company makes no warranties or guarantees that such information is accurate or that each service or product will be available at a specific time or at every store location.

### **Account IDs & Passwords**

To access certain portions of the Digital Services, or resources offered through the Digital Services, you may be asked to provide certain registration details or other information, such as user identification numbers, names or passwords (“Account IDs”).

You are solely responsible for maintaining the confidentiality of your Account IDs and agree to take appropriate measures so as to protect against the misuse and/or unauthorized access of secure areas of the Digital Services through any methods, including unauthorized access through or to your Account IDs. Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information obtainable through the use of any Account IDs. You agree that the Company or third parties may suspend your access pending an investigation of the use of any of your Account IDs. You agree to cooperate fully with any and all investigations. You agree to notify the Company immediately of any unauthorized use of your Account IDs. You agree that you are solely responsible for all activities that occur under your account, whether or not you authorized the activity, and that the Company will not be liable for any loss or damage to you or any third-party arising from your failure to comply with any of the foregoing obligations.

### **Third-party Sites and Content (Links to Other Websites)**

The Digital Services contain links to other websites which are hosted, operated and/or managed by third parties. These links are provided as a convenience and the inclusion of any such link does not constitute an endorsement by the Company of the use of or content on such other websites. Should you choose to visit any such website, you do so at your own risk. The Company makes no warranty or representation and disclaims any liability related to any linked website and/or its content, and the Company is not responsible for the terms of use or privacy practices of such other website. The Company strongly recommends that you read the terms of use and privacy policies of every linked website you elect to visit.

### **Trademarks**

All trademarks, service marks, product names, company names, domain names, logos, trade names, trade dress, and/or indicia of ownership displayed or available on our Digital Services are marks owned by the Company, or in some cases may be licensed to the Company by third parties, and may not be used without the express written permission of the Company. You may not use any trademark, service mark, product name, company name, domain name, logo, trade name, trade dress, and/or indicia of origin ownership of the Company or any third-party without permission from the owner of the applicable trademark, service mark, product name, company name, domain name, logo, trade name, trade dress and/or indicia of origin or ownership, and such use must adhere to the Company's or other owner's applicable instructions and guidelines and applicable law.

In countries where any of the Company's trademark, service mark, product name, company name, domain name, logo, trade name, trade dress, and/or indicia of origin or ownership are not registered, the Company claims other rights associated with unregistered trademarks, copyrights, service marks, product names, company names, domain names, logos, trade names, trade dress, and indicia of origin and ownership.

To assist and inform you and other users of our Digital Services, the Company makes licensed or fair use of trademarks, copyrights, service marks, logos, graphics, designs, names, and the like of third parties for display on the Digital Services. The Company makes no claim of ownership of these marks, and such materials are to be considered the exclusive property of the respective third parties. The Company's use of the marks of third parties is not intended to suggest corporate affiliation with, sponsorship of or endorsement by the mark's holder.

All rights not expressly granted are reserved.

## **Copyrights**

All software, content, and copyrights included on the Digital Services, including all designs, text, graphics, logos, images, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Materials"), are owned by the Company or third parties and are protected by United States and/or international copyright laws. Any use of the Site Materials or Digital Services including the reproduction, copying, distribution, transmission, republication, display or creation of works derivative of the Site Materials or Digital Services is strictly prohibited, except as otherwise specifically set forth in these Terms of Use. You do not acquire ownership rights to any content or other materials viewed on or through the Digital Services. The posting of information or materials on the Digital Services does not constitute a waiver of any rights therein.

You are granted a personal, non-exclusive, non-transferable, limited and revocable license to access and use the Digital Services and Site Materials for personal, informational, and shopping purposes only. Such license is subject to these Terms of Use and does not include: (a) any resale or commercial use of the Digital Services or Site Materials; (b) the collection and use of any product listings, pictures, or descriptions; (c) the distribution, public performance or public display of any Site Materials; (d) modifying or otherwise making any derivative uses of the Digital Services and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Digital Services, the Site Materials or any information contained therein, except as expressly permitted on the Digital Services; or (g) any use of the Digital Services or the Site Materials other than for its or their intended purpose. Any use of the Digital Services or Site Materials other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

## **Notification of Claimed Copyright Infringement**

In the event that you find content posted on our Sites which you believe to be an infringement of the copyright ownership or other intellectual property rights of your company or any third party, you are requested to immediately contact the Company's Copyright Agent as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):

Your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;

1. a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
2. a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;

3. if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
4. a description of the infringing material and the URL where such material is located on the Sites, or a description of where on our Sites you found such material;
5. your written statement that you believe, in good faith, that the use of the work on our Sites has not been authorized by the true owner of the work, its agent, or as a matter of law; and
6. a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us:

BASE CAMP  
185 S. STATE STREET, SUITE 800  
SALT LAKE CITY, UT 84111, USA

E-mail: [legal@maverik.com](mailto:legal@maverik.com), subject line "DMCA Notice"

In accordance with the DMCA, it is the policy of Company to terminate use of our Sites by repeat infringers in appropriate circumstances.

### **Promotions; Rewards Program**

The Company may offer you the ability to participate in our promotions and rewards program through the Digital Services. [Click here](#) for Additional Terms relating to Adventure Club. [Click here](#) for Additional Terms relating to &Rewards<sup>SM</sup>. [Click here](#) for Additional Terms relating to Nitro<sup>®</sup> Card. [Click here](#) for Additional Terms relating to the &Rewards<sup>SM</sup> Debit Card.

### **Geo-Location Services**

The Company's mobile app utilizes geo-location services when you allow the mobile app to access your location via your mobile device settings. In the event you elect to provide the Company to access your location, the Company may 1) provide services available through the mobile app to you, 2) market additional products and services to you, and 3) conduct internal research based on your current location. Further, by electing to provide the Company to access your location, you consent to the collection, use, sharing, and transfer of your geo-location data with the Company and third-party providers of the Company who help facilitate the services made available through the mobile app. You may turn location access on or off by visiting the "Settings" portion of your mobile device.

### **Digital Services Disclaimer- No Warranties**

**THE MATERIALS AND INFORMATION ON THE DIGITAL SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE MATERIALS, INFORMATION AND SERVICES ON THE DIGITAL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY CONDITIONS, WARRANTIES OR OTHER TERMS OF ANY KIND. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE DIGITAL SERVICES AND THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.**

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATED COMPANIES AND SUBSIDIARIES, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND SUBCONTRACTORS ("COMPANY PARTIES") SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGE ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE DIGITAL SERVICES, THE CONTENT, THE SITE MATERIALS OR OTHER MATERIALS CONTAINED IN OR ACCESSED THROUGH THE DIGITAL SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE DIGITAL SERVICES, THE COMPANY PARTIES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE, ACT OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS OR SERVICES. THE COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND, WHETHER DIRECT, INDIRECT, ACTUAL, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE DIGITAL SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE DIGITAL SERVICES SHALL BE BROUGHT WITHIN ONE YEAR OF THE ACT OR OMISSION GIVING RISE TO THE CAUSE OF ACTION. THE INAPPLICABILITY IN A JURISDICTION OF A CLAUSE OR LIMITATION CONTAINED HEREIN WILL NOT AFFECT THE APPLICABILITY OF ANY OTHER REMAINING UNAFFECTED CLAUSES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE DIGITAL SERVICES OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE DIGITAL SERVICES AND ANY SERVICES OR PROGRAMS PROVIDED THROUGH THE DIGITAL SERVICES.

THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY. THE DIGITAL SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE DIGITAL SERVICES OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT OR ANY APPLICABLE ADDITIONAL TERMS.

## **Electronic Messaging**

The Company uses encryption/security software, but the Company cannot completely ensure the security and privacy of electronic messaging to and from the Company. These communications could be intercepted without your/the Company's knowledge and permission. Although the Company takes all necessary precautions to protect your information, if you are concerned about the sensitivity of the message content, the Company suggests that you do not use electronic messaging.



Electronic messaging is subject to our Electronic Messaging Disclaimer, which can be viewed below:

#### **ELECTRONIC MESSAGING DISCLAIMER**

The Company permits the utilization of electronic mail and other forms of electronic communication (collectively, "Electronic Communications") in the furtherance of business activities and as otherwise consistent with the Company's policies. This Electronic Messaging Disclaimer (the "Disclaimer") shall apply to all Electronic Communications (i) occurring through the use of the Online Properties; (ii) related to the Online Properties, the Site Material or other Company business; and/or (iii) with the Company or a Company employee. YOUR PARTICIPATION IN ANY SUCH ELECTRONIC COMMUNICATIONS SHALL CONSTITUTE YOUR CONSENT TO AND AGREEMENT WITH THE FOLLOWING:

- You agree to assume all risks associated with Electronic Communications;
- You understand the Electronic Communications are not private and are subject to monitoring, and review by the Company in its sole discretion; provided however, the Company shall not have and hereby disclaims any duty to maintain Electronic Communications for any reason (except to the extent required by law);
- The Company expressly prohibits harassing, discriminatory, offensive or otherwise inappropriate Electronic Communications;
- The Company may block, prohibit or restrict the use of Electronic Communications at any time;
- The Company shall not be obligated to process, act upon or respond to Electronic Communications (regardless of whether a communication window has been opened and/or recent communications have occurred);
- The Company shall not be obligated to honor any order, trade, request, instruction, cancellation or other communication unless and until the Company transmits express confirmatory documentation of its agreement to the same;
- You agree to comply with all applicable laws, rules and regulations related to Electronic Communications and understand that the Company shall not be obligated and hereby disclaims any duty to ensure such compliance by you;
- YOU AGREE TO DEFEND, INDEMNIFY AND HOLD THE COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES (INCLUDING WITHOUT LIMITATION, LOSS OF PERSONAL OR PROPRIETARY INFORMATION), COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), OF WHATEVER KIND OF NATURE AND IN ANY MANNER DIRECTLY OR INDIRECTLY ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM (i) ELECTRONIC COMMUNICATIONS; (ii) THE UNAVAILABILITY OF ELECTRONIC COMMUNICATIONS; AND/OR (iii) ANY ACTION YOU MAY OR MAY NOT TAKE BASED UPON ELECTRONIC COMMUNICATIONS;
- This Disclaimer shall be governed by the laws of the state of Utah; AND

- the Company reserves the right to amend or alter the terms of this Disclaimer at any time and without notice.

### **Modification and Effectiveness**

The Company may amend or replace any part of this Agreement or any applicable Additional Terms from time to time without specific prior notice to you. Any modifications to this Agreement or any applicable Additional Terms will be effective immediately upon posting of, or reference to the posting of, such modification on the Online Properties. It is your responsibility to review the Agreement and any applicable Additional Terms each time you use the Digital Services so that you are aware of any modifications made. Usage of the Digital Services means you accept the then current form of the Agreement and any applicable Additional Terms. For your convenience and future reference, the date of the current version of this Agreement is noted below. By continuing to visit and use the Digital Services following the posting of a revised Agreement, you are agreeing to any changes in the revised Agreement. If you object to any such changes, your sole recourse is to cease using the Digital Services.

### **Dispute Resolution, Arbitration, Class Waiver**

Any dispute arising out of or relating in any way to your use of our Digital Services or any products, services, or information you receive through our Digital Services, shall be submitted to confidential, binding arbitration in Salt Lake City, Utah, or, at your election, in the county seat of the county within the USA where you reside. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. No arbitration under these Terms of Use may be joined with another arbitration related to the subject matter hereof. Notwithstanding the foregoing arbitration requirement, with regard to any actual or potential violation of our intellectual property rights, we may seek injunctive or other appropriate relief in the courts of Salt Lake City, Utah, and you hereby consent to the exclusive jurisdiction of such courts and waive all objections thereto. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, to the extent enforceable by applicable law, we each waive any right to a jury trial.

The following processes shall govern the arbitration process:

- Before commencing an arbitration, you agree to inform us of the nature of the claim and the relief you seek by sending an email to [legal@maverik.com](mailto:legal@maverik.com) so stating.
- Within seven (7) days, The Company will contact you and thereafter you and we will attempt to resolve the claim or issue in a satisfactory way.
- If, following these attempts at exploring a resolution, you intend to proceed with an arbitration claim, you and we will seek to reach an agreement on the selection of an arbitrator to hear and decide the dispute and how it will be heard, including whether to submit the dispute to the arbitrator only in written form, by proceedings conducted via video or in-person.
- In the event that you and we cannot agree on an arbitrator, the process set forth in Section 11(a) of the Uniform Arbitration Act, or any comparable provision in your state will be followed.

### **Governing Laws**

The laws of the state of Utah and the United States govern these Terms of Use and any claims arising out of or relating to use of the Digital Services, without giving effect to any choice of law rules. We make no

representation that our Services are appropriate, legal, or available for use outside of the United States. With the exception of any matters subject to arbitration as described above, the state and federal courts located Salt Lake County, Utah will serve as the venue for any actions brought, or claims made, arising out of your use of our Digital Services.

## **Miscellaneous**

This Agreement and any applicable Additional Terms constitute the entire agreement between you and the Company regarding the Digital Services, and supersede all prior or contemporaneous agreements, representations, warranties or understandings with respect to the Digital Services, the content, products or services provided by or through the Digital Services. No Company consent or approval may be deemed to have been granted by the Company without being in writing and signed by an officer of the Company. If any provision of this Agreement or any applicable Additional Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement and any applicable Additional Terms, which shall remain in full force and effect. No waiver of any term of this Agreement or any applicable Additional Terms shall be deemed a further or continuing waiver of such term or any other term.

You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The section headings are provided for convenience only and shall not limit the full Agreement. The Company may assign its rights and obligations under this Agreement and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. This Agreement and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of the Company.

## **Apple Required Terms**

1. **Acknowledgement:** the Company and you acknowledge that the Terms of Use are concluded between the Company and you only, and not with Apple, and the Company, not Apple, is solely responsible for the Mobile Apps and the content thereof.
2. **Scope of License:** The license granted to you for the Mobile Apps is limited to a non-transferable license to use the Mobile Apps on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store terms of use, except that the Mobile Apps may be accessed, acquired, and used by other accounts associated with you via Family Sharing or volume purchasing.
3. **Maintenance and Support:** As between Apple and the Company, the Company is solely responsible for providing maintenance and support, if any, with respect to the Mobile Apps, as specified in the Terms of Use, or as required under applicable law. The Company and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support with respect to the Mobile Apps.
4. **Warranty:** As between Apple and the Company, the Company is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Mobile Apps to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the relevant Mobile Apps to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to

the Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Company's sole responsibility.

5. **Product Claims:** The Company and you acknowledge that the Company, not Apple, is responsible for addressing any claims by you or any third party relating to the Mobile Apps or your possession and/or use of that Mobile Apps, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile Apps fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. **Intellectual Property Rights:** The Company and you acknowledge that, in the event of any third party claim that the Mobile Apps or your possession and use of the Mobile Apps infringe that third party's intellectual property rights, to the extent a warranty of non-infringement is not validly disclaimed, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
7. **Legal Compliance:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. **Developer Name and Address:** The Company may be contacted as follows in connection with any questions, complaints or claims with respect to the Mobile Apps: [legal@maverik.com](mailto:legal@maverik.com) or by any means listed on the "Contact" webpage at <https://www.maverik.com/contact>.
9. **Third Party Terms of Agreement:** You must comply with third party terms of agreement when using the Mobile Apps.
10. **Third Party Beneficiary:** The Company and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Terms of Use, and that, upon your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use against you as a third party beneficiary thereof.

#### **Additional Terms Relevant to Google Inc.**

- (a) These Terms of Use constitute a license agreement in lieu of any license grant provided by Google to use the Mobile Apps on a Supported Device. A "supported device" is a combination of a mobile device running Android software and an Android software version(s) that is supported by the Mobile Apps. These Terms of Use are made between you and the Company only, and not with Google. The Company is solely responsible for the Mobile Apps.
- (b) The Google Play marketplace is owned and operated by Google Inc. your use of Google Play is governed by a legal agreement between you and Google consisting of the Google Terms of App (found at <http://www.google.com/accounts/Terms>) and the Google Play Terms of App (found at [https://play.google.com/intl/en-US\\_us/about/play-terms.html](https://play.google.com/intl/en-US_us/about/play-terms.html) and together with the Google Terms of App called the "Terms"). The Google Play Terms of App and Google Terms of App shall take precedence in that order in the event of a conflict between them, to the extent of such conflict.

- (c) The Company is solely responsible for providing, and Google has no obligation to provide, maintenance and support for the Mobile Apps. Support requests, as well as questions, complaints or claims regarding the Mobile Apps, may be directed as follows: [legal@maverik.com](mailto:legal@maverik.com) or by any means listed on the “Contact” webpage at <https://www.maverik.com/contact>.
- (d) To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the Mobile Apps, and will not be liable for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- (e) Google shall not be responsible for addressing any claims by you or any third party relating to the Mobile Apps or your possession and/or use of the Mobile Apps, including but not limited to (i) product liability claims, (ii) any claim that the Mobile Apps fail to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- (f) Google shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Mobile Apps or your possession and use thereof infringes a third party’s intellectual property rights.
- (g) You represent and warrant that (i) the Mobile Apps will not be downloaded or used in, or transported to, a country that is subject to a United States Government embargo or has been designated by the United States Government as a “terrorist-supporting” country, and (ii) you are not listed on any United States Government list of prohibited or restricted parties.
- (h) For the improvement of Google Play, Google may collect certain usage statistics from Google Play and your Supported Device, including but not limited to, information on how Google Play and your Supported Device are being used. The data collected is examined in the aggregate to improve Google Play for users and developers and is maintained in accordance with Google’s Privacy Policy. We can neither control nor are responsible for the privacy practices of Google. To ensure the improvement of the Mobile Apps, limited aggregate data may be available from Google to the Company upon the Company’s written request.
- (i) Removal of Mobile Apps. The Company or Google Inc. may, at any time and without notice, restrict, interrupt or prevent use of the Mobile Apps, or delete the Mobile Apps from your Supported Device, without entitling you to any refund, credit or other compensation from the Company or any third party (including, but not limited to, Google Inc. or your network connectivity provider).

## **Contact Information**

If you have any comments or questions regarding the Online Properties or any of the terms of this Agreement and any applicable Additional Terms, please contact the Company at [legal@maverik.com](mailto:legal@maverik.com) or by any means listed on the “Contact” webpage at <https://www.maverik.com/contact>.