

## Ranger Rewards Terms & Conditions

Effective: August 30, 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE JOINING OR USING RANGER REWARDS. BY USING OR PARTICIPATING IN RANGER REWARDS, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN RANGER REWARDS.

Welcome to Ranger Rewards! The following Terms & Conditions (“Rewards Terms”), along with our [Privacy Policy](#), general [Terms of Use](#), and our other policies regarding Ranger Rewards (collectively the “Rewards Agreement”), contain the terms upon which Road Ranger agrees to provide, and which govern the use and operation of, and your participation in, Ranger Rewards. The Rewards Agreement is a contract that will govern your access and participation in Ranger Rewards. Just like any other contract, it is a legal agreement between you and Road Ranger. By signing up for Ranger Rewards, you are agreeing to be legally bound by the Rewards Agreement, which includes these Rewards Terms, as well as our [Privacy Policy](#) and general [Terms of Use](#). **If you do not agree, you should not sign up or participate in Ranger Rewards.**

We hope that there aren’t any disputes between you and Road Ranger, but in case there are, there are some rules, below, for how to resolve them. These rules are in the sections titled [Limitation of Liability](#) and [Dispute Resolution](#). Please read these sections carefully as they include important agreements that could affect your legal rights. In particular:

- You agree to email us at [legal@roadrangerusa.com](mailto:legal@roadrangerusa.com) before you bring a formal claim in court or initiate an arbitration so that we can try to reach an agreement informally. And, we agree to do the same.
- You agree that any disputes between you and Road Ranger will be subject to a **MANDATORY INDIVIDUAL ARBITRATION AGREEMENT**. **This means that any disputes between you and Road Ranger will not be decided by a judge or a jury but, instead, will be decided in a private arbitration.**
- You also agree that you will not try to sue Road Ranger in a class action lawsuit, either as a named plaintiff or a class member. This is called a **“CLASS ACTION WAIVER.”**

We think that the Rewards Agreement is fair and straightforward, but feel free to contact us at [legal@roadrangerusa.com](mailto:legal@roadrangerusa.com) or by telephone at (815) 387-1700 if you have any questions or suggestions.

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### Notice

You agree that we may provide updates, notices, disclosures and amendments to the Rewards Agreement (including the Rewards Terms, [Privacy Policy](#), and general [Terms of Use](#)) and other information about Ranger Rewards electronically, including by posting on our website at [www.roadrangerusa.com](http://www.roadrangerusa.com), through the Road Ranger Mobile App. (“Ranger App.”), and via social media.

### Changes to the Rewards Agreement

We may revise and update the Rewards Agreement (which includes these Rewards Terms, our [Privacy Policy](#), and our general [Terms of Use](#)) from time to time. These updates might be because we’ve updated the Ranger Rewards program, changed how we do business, for legal, regulator, or security reasons, or to prevent abuse or harm. We will try to give you notice of changes in a way that we think is reasonable under

the circumstances. The changes will not be retroactive, but they are effective thirty (30) days after we've given notice.

The most current version of the Rewards Terms, which will always be available at [www.roadrangerusa.com](http://www.roadrangerusa.com), will govern our relationship with you. Please check this page frequently to make sure that you stay up-to-date on any changes.

If we update the Rewards Agreement, and you do not agree to the changes, you should stop using or participating in Ranger Rewards. By continuing to use or participate in Ranger Rewards after the effective date, you accept and agree to be bound by the updated Rewards Agreement.

### **About Ranger Rewards**

Ranger Rewards is one way that Road Ranger thanks and rewards our loyal customers. Rangers Rewards gives Members (“Members”, “You”, or “Your”) the opportunity to accumulate “Points” by purchasing fuel and certain other items at our stores. Members may also be able to redeem their points for Road Ranger benefits (“Rewards”) at participating Road Ranger locations.

Ranger Rewards is operated by Road Ranger LLC and its subsidiaries, licensees and affiliated companies (“Road Ranger”, “Us,” “We”, or “Our”).

### **Eligibility**

Membership in Ranger Rewards is open to individuals in the U.S. who are 16 years old or older and have successfully registered for a Ranger Rewards Account (“Account”). It is not targeted towards, nor intended for use by, anyone under the age of 16. If you are between the ages of 16 and 18, you may participate in Ranger Rewards only with the permission and under the supervision of a parent or legal guardian who agrees to be bound by the Rewards Agreement.

Your Points, Rewards, Ranger Rewards Card (“Rewards Card”), and Account are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends, or others, or used by you for any commercial purpose. Points cannot be sold on a secondary market.

If you drive professionally, you can still join Ranger Rewards and accumulate points for the same purchases as other drivers like you (*i.e.*, other Auto Drivers or Pro Drivers). Just like any other driver, your account is personal to you and may not be shared, sold, transferred or assigned to your employer.

### **How to Join Ranger Rewards**

You can join Ranger Rewards in two ways. You can either download the Ranger App and follow the prompts to create an Account or you can go to <https://roadranger.myguestaccount.com/> and create an Account there.

If you have a physical or digital Ranger Rewards Loyalty Card that was previously issued, you may need to register your existing card number in the Ranger App or on the website in order to create an Account. If you want to get a physical Ranger Rewards Loyalty Card, you can go into any Road Ranger store and get one.

You can't join Ranger Rewards without creating an Account. But, you don't have to buy anything from us to become a Ranger Rewards Member.

Before enrolling and becoming a Member in Ranger Rewards, you must agree to the Rewards Agreement, including the Rewards Terms, our [Privacy Policy](#), and our general [Terms of Use](#). When you sign-up, you'll be required to provide your first and last name, country of residence, mobile phone number, date of birth, email address, and your favorite Road Rangers location. You'll also have to tell us whether you are a "Pro Driver" Driver or an Auto Driver so that we know how to award you Points and Rewards.

By creating an Account, you agree to: (a) provide accurate, current and complete Account information; (b) maintain and promptly update, as necessary, your Account information; (c) maintain the security of your Account credentials; (d) be responsible for the acts or omissions of any third party who has authority to access or use your Ranger Rewards Account; and, (e) immediately notify us if you discover or otherwise suspect any data security incidents or unauthorized access related to your Account. You agree that Road Ranger cannot be held responsible for any loss or damages arising from your failure to comply with this Section.

You may only have one Account associated with your email. Having more than one Account that is registered or controlled by you is a violation of the Rewards Agreement. If you have multiple Accounts, Road Ranger may deactivate those Accounts. This could result in a loss of Points.

## **Membership**

After you register for Ranger Rewards, you'll start accumulating points on many everyday purchases that you make in-store and at the pump. You may also gain access to perks, benefits and more.

Ranger Rewards has two types of Members: Auto Drivers and Pro Drivers. Auto Drivers primarily drive four-wheeled vehicles or motorcycles and do not usually purchase more than four hundred gallons of diesel fuel per month. If this sounds like you, and you are a Member, you are an Auto Driver, even if you are a professional driver or drive a vehicle that takes diesel. If you usually purchase in excess of four hundred gallons of Qualifying Diesel Fuel per month for the vehicle that you drive, you are likely a Ranger Rewards Pro Driver. Road Ranger will determine whether you are an Auto Driver or Pro Driver based on a variety of factors, including the information you provide.

How Ranger Rewards works, including how you can accumulate and redeem Points and the benefits available, may depend on whether you are an Auto Driver or a Pro Driver. For example, Auto Drivers who are Members in Ranger Rewards receive an everyday fuel discount of 3 cents per gallon; but, they do not have different Membership Tiers and cannot accumulate Shower Credits or Drink Rewards for purchasing Qualifying Diesel Fuel products. At the same time, Members who are Pro Drivers may receive these benefits; but, Pro Drivers do not receive an everyday fuel discount.

Regardless of what kind of Membership you have, there are no participation or membership fees associated with Ranger Rewards. However, you should know that Members have no right or ownership in Ranger Rewards, including in Points or other benefits. You will be responsible for any tax liability that you incur related to your participation in Ranger Rewards.

### **Points**

As a Member of Ranger Rewards, you can accumulate and redeem Points on certain Road Ranger purchases. Points are promotional, have no cash value and cannot be redeemed for cash. Points, Rewards, and other benefits of Ranger Rewards are not gifts and are not intended for gift giving purposes.

### ***Accumulating Points***

You may accumulate Points for qualifying purchases that you make after signing-up for Ranger Rewards. In order to accumulate Points, you must present your Ranger Rewards Card (which may be in the Ranger App) at the point of sale when purchasing fuel or making other purchases. You can also enter your membership number or swipe your Ranger Rewards Card at the pump. You will need to present the Card inside the Road Ranger store when paying in cash or with a valid debit or credit card. You will only accumulate Points on purchases made from Road Ranger (which includes purchases of food and drink from Dan's Famous Pizza, Tejas Taco Company and Road Ranger Kitchen). If you accumulate Points, and then void or cancel your purchase, Road Ranger reserves the right to deduct the Points associated with that purchase from your account.

Some exclusions and limitations apply. For example:

- You may not accumulate more than 1000 Points per day. If your purchases exceed this level, you will not accumulate any additional Points until you make a new purchase the next day.
- You may not accumulate Points in connection with certain types of products or services, including but not limited to: (a) cigarettes, chewing tobacco, other tobacco products, alcohol, and other age restricted products; (b) Lottery tickets or other gambling or gaming products; (c) money orders, such as Western Union; (d) video games and onsite gaming activities; (e) laundry; (f) toll passes

(such as I-Pass); (g) prepaid card products; (h) gift cards or coupons; (i) financial services; (j) phone cards; (k) stamps and similar merchandise; (l) event tickets; (m) bus tickets and passes; (n) as may be excluded in a particular promotion; and, (o) any other items as may be excluded from time to time.

- Taxes, tips, donations, and fees, including without limitation, shipping and handling fees, gift wrapping fees, delivery fees and bag fees also may be ineligible for Point accrual.
- You can only accumulate Points for purchases made from Road Ranger. Purchases made from Road Ranger's partners, such as businesses that operate at our locations, are not eligible for Points accumulation. This includes, but is not limited to, purchases from Subway, Church's Chicken, Chester's Chicken, Dickie's BBQ Pit, Wendy's Cinnabon and Ben's Soft Pretzels.
- You do not accumulate Points for products, goods, or other services obtained when you redeem your Points.

Road Ranger reserves the right to change the Points awarded for particular purchases, or add, change, or delete the products and services eligible for Points accumulation at any time, including at Road Ranger's discretion.

### ***Redeeming Points***

Points may be redeemed for certain Road Ranger products and services at participating Road Ranger locations. The Rewards that are available to you through the Ranger Rewards are based on the number of Points that you accumulate.

Some exclusions and limitations apply. For example:

- You cannot redeem Points with any other offers or discounts, unless otherwise expressly indicated by Road Ranger.
- You cannot redeem Points for cash, gift cards, or coupons.
- You may not use or redeem Points in connection with certain types of products or services, including but not limited to: (a) fuel (gasoline or diesel); (b) cigarettes, chewing tobacco, other tobacco products, alcohol, and other age restricted products; (c) Lottery tickets or other gambling or gaming products; (d) Western Union; (e) video games and onsite gaming activities; (f) laundry; (g) toll passes (such as I-Pass); (h) financial services; (i) phone cards; (j) stamps and similar merchandise; (k) event tickets; (l) bus tickets and passes; and, (m) any other items as may be excluded from time to time.
- Points cannot be redeemed for the following PCATS codes: 000-099, 150-399, 410-419, 480-489, and, 510-539.
- You cannot redeem more than 50,000 Points on a single day.
- Redemption of Rewards is subject to availability.
- Rewards may not be redeemed in combination with any other promotion, special offer, discount, or coupons unless allowed by other express terms.

The products and services available for redemption and the amount of Points required to redeem particular products and services may be revised at any time, including at Road Ranger's discretion.

### ***Keeping Track of Your Points***

You can view and track your Point balance, as well as additional benefits for which you are eligible as a Ranger Rewards Member, on the Ranger App, by going to our Website at <https://roadranger.myguestaccount.com/> or by calling our office at (815) 387-1700.

### ***How Points Expire***

Generally, Points expire twelve (12) months after the calendar month in which such Points were accumulated. For example, if you accumulate Points on September 1, 2021, they will expire on September 1, 2022. The oldest accrued Points will be used first for redemptions. In addition, if you go a year without making a Ranger Rewards purchase, all of your points will expire at that time. Any account activity (*i.e.*, accumulate, redeem) resets at the 12 month date.

These timeframes may not apply if your Account or the Ranger Rewards program is terminated. If you terminate your Account, if we close your Account for any reason, or if Ranger Rewards ends, your Points may be forfeited automatically. If your Points are not forfeited, they will expire in accordance with the timeframes described in this section.

### **Additional Terms for Auto Drivers**

Auto Drivers may accumulate three Points for each gallon of gasoline that they purchase from Road Ranger using cash or a credit or debit card; and, they may accumulate Points on qualifying purchases of eligible merchandise, food and drink from Road Ranger. As part of their Membership in Ranger Rewards, Auto Drivers may also receive a 3 cent everyday discount on fuel.

Subject to availability, Auto Drivers may receive a free coffee or fountain drink for registering their Account ("4WD Drink Welcome Reward"). A 4WD Drink Welcome Reward is redeemable from Road Ranger for any one (1) of the following products: small coffee, medium coffee, large coffee, refill coffee, small fountain drink, medium fountain drink, large fountain drink, or refill fountain drink. They can only be redeemed onsite from Road Ranger, and not one of our business partners, for the drinks specified above. 4WD Welcome Drink Rewards cannot be redeemed for bottle or canned soda, coffee, juice, or any other beverages.

During the first thirty days after you join Ranger Rewards, an Auto Driver may accumulate additional points per gallon of gasoline, up to 20 Points per gallon in total.

### **Additional Terms for Pro Drivers**

Pro Drivers are awarded 250 points upon registering an Account. Pro Drivers may accumulate Points for each gallon of Qualifying Diesel Fuel (“QDF”) that they purchase using cash or a debit or credit card. The number of Points accumulated for each gallon of QDF purchased depends on a number of factors, including those described below. Pro Drivers may also accumulate Points on purchases of eligible merchandise, food and drink from Road Ranger.

During the first thirty (30) days after enrolling and registering an Account, Pro Drivers may accumulate 2x Points on certain purchases, excluding (a) fuel; (b) cigarettes, chewing tobacco, other tobacco products, alcohol, and other age restricted products; (c) Lottery tickets or other gambling or gaming products; (d) Western Union; (e) video games; (f) laundry; and (g) toll passes (such as I-Pass); (h) gift cards or coupons; (i) financial services; (j) phone cards; (k) stamps and similar merchandise; (l) event tickets; (m) bus tickets and passes; (n) prepaid card products; (o) as may be excluded in a particular promotion; and, (p) any other items as may be excluded from time to time.

For purposes of Ranger Rewards, “Qualifying Diesel Fuel” includes only products with the following NACS/PCATS/Conexxus Product Codes: 19 (Diesel 1), 20 (Diesel 2), 21 (Diesel 3), 032 (Diesel Off Road 1 and 2), 033 (Diesel Off Road), 034 (Biodiesel Blend Off Road), 045 (B2 Diesel Blend 2% Biodiesel), 046 (B5 Diesel Blend Bio 5% Biodiesel), 047 (B10 Diesel Blend 10% Biodiesel), 048 (B11 Diesel Blend 11% Biodiesel), 049 (B15 Diesel Blend 15% Biodiesel), 062 (Diesel Exhaust Fuel)

### ***Pro Drivers: Shower Credits***

In addition to accumulating Points, Pro Drivers who are Ranger Rewards Members may accumulate credits for showers at one of our select Road Ranger locations based on their eligible purchases of Qualifying Diesel Fuel products. Please see the table, below, for a summary of how Pro Driver Members may accumulate and redeem Shower Credits.

<b>How to Accumulate Credits</b>	<b>Summary of Certain Redemption Rules and Limitations</b>
Accumulate a Single Shower Credit for each fill of 50+ gallons of QDF	Subject to availability, a Single Shower Credit may be redeemed for an onsite shower at select Road Ranger locations. Single Shower Credits expire after 14 days.
Accumulate a Half Shower Credit for each fill of 14-49 gallons of QDF	Half Shower Credits cannot be redeemed until they have been converted to a Single Shower Credit.  A Half Shower Credit can be converted to a Single Shower Credit after you purchase an additional fill of 14-49 gallons of QDF to accumulate a second Half Shower Credit.

	Half Shower Credits must be converted to Single Shower Credits within 14 days or they expire.
	Once a Half Shower Credit is converted to a Single Shower Credit, it has 14 days to be used or it will expire.

Shower Credits cannot be redeemed for any other products, goods, or services and must be redeemed for an onsite shower at participating Road Ranger locations based on availability.

Shower Credits may be accumulated in single credit and half credit increments. A Single Shower Credit is redeemable for a single, onsite shower at a participating Road Ranger location, only. You must use a Single Shower Credit within fourteen days or it will expire. You cannot redeem a Half Shower Credit until you accumulate a second Half Shower Credit. When you have accumulated two Half Shower Credits, those credits will be converted to a Single Shower Credit that can be redeemed as described above. If a Half Shower Credit is not converted to a Single Shower Credit within ten days, it will expire.

### ***Pro Drivers: Drink Rewards***

Pro Drivers who are Ranger Rewards Members may also accumulate credits for select coffee and fountain drinks at a Road Ranger location based on their eligible purchases of purchasing Qualifying Diesel Fuel products.

When Pro Drivers purchase 75 gallons of Qualifying Diesel Fuel in a single transaction, they may receive a QDF Drink Reward. A QDF Drink Reward is redeemable from Road Ranger for any one (1) of the following products: small coffee, medium coffee, large coffee, refill coffee, small fountain drink, medium fountain drink, large fountain drink, or refill fountain drink.

QDF Drink Rewards expire after thirty (30) days. This means that you must redeem your QDF Drink Reward no later than 30 days after you accumulate it. If you don't, you will lose that QDF Drink Reward. QDF Drink Rewards are subject to availability. They can only be redeemed onsite from Road Ranger, and not one of our business partners. QDF Drink Rewards can only be redeemed for the drinks specified above and cannot be redeemed for bottle or canned soda, coffee, juice, or any other beverages.

### ***Pro Drivers Membership Tiers***

For Pro Drivers, there are four Membership Tiers: Bronze, Silver, Gold, and Platinum. Once a Pro Driver qualifies for a Membership Tier above Bronze, that Pro Driver remains in that Membership Tier for the remainder of the month in which you reached that Tier through the end of the next, consecutive month, unless your Account is terminated. You then requalify at the start of the following month. For

instance, if you achieve Silver Tier on September 16th, you remain in Silver Tier for the remainder of September and for the entire month of October.

- **Bronze:** Pro Drivers are automatically Bronze upon enrollment. Unless your account is terminated, you may remain Bronze until you qualify for another level. Bronze Members may: accumulate one Point for each gallon of QDF purchased; accumulate single Points for qualifying purchases of eligible Road Ranger merchandise; receive a free coffee or fountain drink with the purchase of 50 gallons of diesel fuel; and, receive a free shower with the purchase of 75 gallons of diesel fuel.
- **Silver:** Pro Drivers may become Silver Members by pumping at least 401 gallons of QDF in a single month. Silver Members may: accumulate two Points for each gallon of QDF purchased; accumulate double Points for qualifying purchases of eligible Road Ranger merchandise; receive a free coffee or fountain drink with the purchase of 50 gallons of diesel fuel; and, receive a free shower with the purchase of 75 gallons of diesel fuel.
- **Gold:** Pro Drivers may become Gold Members by pumping at least 801 gallons of QDF in a single month. Gold Members may: accumulate three Points for each gallon of QDF purchased; accumulate triple Points for qualifying purchases of eligible Road Ranger merchandise; and, receive a free coffee or fountain drink with any purchase of diesel fuel (limited to one per day).
- **Platinum:** Pro Drivers may become Platinum Members by pumping more than 1200 gallons of QDF in a single month. Platinum Members may: accumulate four Points for each gallon of QDF purchased; accumulate quadruple Points for qualifying purchases of eligible Road Ranger merchandise; and, may receive a free coffee or fountain drink with any purchase of diesel fuel (limited to one per day).

Pro Drivers' purchases of up to 250 gallons of QDF per day may qualify them for the next membership tier. Gallons purchased by a single Pro Driver in excess of 250 QDF in a single day will not count for purposes determining his or her membership tier.

### **Specials**

From time to time, we may offer other promotions through Ranger Rewards. These Specials will be available on the Ranger App. For some of our specials, we will send notice using the push notification feature of the Ranger App. We will let you know the terms of our special promotions by giving you Notice when those offers are made.

### **Privacy**

To learn about how Road Ranger will use the personal information collected in connection with Ranger Rewards, please read our [Privacy Policy](#).

When you join Ranger Rewards and provide us your email address, you are agreeing to receive messages from us related to Ranger Rewards or your Account. You may also opt-in to receive marketing emails from us. If at any time you change your mind about our marketing emails, you can let us know either by clicking on the link at the bottom of our marketing emails or emailing us at [privacy@roadrangerusa.com](mailto:privacy@roadrangerusa.com). But, you will still be sent transactional and informational messages from us about Ranger Rewards.

If you would like to know more about how we collect and use your personal information please see our [Privacy Policy](#).

### **Third Party Services & Links**

Our App, website, and emails regarding Ranger Rewards may contain links to other sites and resources provided by third parties. These links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links.

When you access a third party link through the Ranger App, website, or our emails, you may be providing your information to that third party and the third-party's policies will control how it will use, store or disclose the information you provide. We have no control over the contents of third-party sites or resources and accept no responsibility for them, or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to any aspect of Ranger Rewards, the Ranger App, our website or emails, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Discrepancies**

We try to make sure that we are on the same page about your Account. If you think there is a discrepancy, including regarding the number of Points you have accumulated or redeemed, or how Points have expired, or if your Account has been suspended or terminated for any reason, please let us know within thirty days by emailing us at [rewards@roadrangerusa.com](mailto:rewards@roadrangerusa.com). If we don't hear from you in that timeframe, we will assume that you agree with us and reserve the right to deem the discrepancy correct.

### **Changes to Ranger Rewards**

By joining Ranger Rewards, you agree that Road Ranger has the right to change, modify, waive, discontinue, suspend, or terminate all or some of our Ranger Rewards program.

You specifically understand and agree that we have the right to amend or alter Ranger Rewards, any benefit, including but not limited to the rules for accumulating and redeeming Rewards and Points, and the expiration policy for Rewards and

Points. We also reserve the right, at our sole discretion, to cancel or suspend the Ranger Rewards without notice should a virus, bug or any other cause beyond our reasonable control corrupt the security or proper administration of Ranger Rewards. In the case of unforeseen or extenuating circumstances, or those that are outside of our control, we may need to do so without notice.

### **Account Termination**

You're free to leave Ranger Rewards at any time. If you close your Account, you will no longer be a Member of Ranger Rewards and your Account will be terminated.

Road Ranger reserves the right to monitor all Ranger Rewards activity and terminate or suspend Ranger Rewards, your account or your access to the Ranger Rewards if you do not confirm your account, if you breach the Rewards Agreement (including these Rewards Terms, our [Privacy Policy](#), or our [Terms of Use](#)), if you become bankrupt, commit fraud, misrepresent any information, abuse your Ranger Rewards privileges, or act in any other way to the detriment of us, our partners, our suppliers or the Ranger Rewards, if your account has been inactive for a continuous period of one (1) year, in order to comply with legal or contractual requirements, or for other legitimate reasons. Under these circumstances, we may, without affecting our other rights, disclose such information requested by proper authorities, terminate your enrollment and/or cancel your Points, Rewards, or Credits. And, unless we have a compelling reason, we will provide you reasonable notice before we discontinue your Account or access to Ranger Rewards.

We reserve the right to securely delete all data associated with the terminated Accounts. Any Points, credits, and other benefits remaining in a terminated Account, or upon discontinuation of the Ranger Rewards program, may be forfeited without compensation.

### **Ranger Rewards Provided "As Is"**

WE PROVIDE RANGER REWARDS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED IN CONNECTION WITH RANGER REWARDS AND EXPRESSLY DISCLAIM ANY AND ALL SUCH WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, ACCURACY OF ANY INFORMATION THAT WE PROVIDE (INCLUDING BUT NOT LIMITED TO INFORMATION REGARDING FUEL PRICES), FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. ROAD RANGER FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ROAD RANGER OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE

TERMS. IF YOU ARE DISSATISFIED OR HARMED BY ROAD RANGER OR THE RANGER REWARDS, YOU MAY CLOSE YOUR ACCOUNT.

YOU UNDERSTAND THAT YOUR PARTICIPATION IN RANGER REWARDS IS AT YOUR OWN RISK AND ASSUME SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM RANGER REWARDS. ROAD RANGER SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION PROVIDED TO US BY YOU OR ANY THIRD PARTY IN CONNECTION WITH ANY ASPECT OF RANGER REWARDS OR ANY ACTIONS TAKEN, OR THAT THAT WE MIGHT TAKE, AT THE DIRECTION OF YOU OR ANY THIRD PARTY WITH REGARD TO RANGER REWARDS. ROAD RANGER SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE, OR WEBSITES THAT ARE AVAILABLE THROUGH RANGER REWARDS, OUR WEBSITE OR THE RANGER APP.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES. SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS IS ESPECIALLY THE CASE IF YOU ARE A CONSUMER.

#### **Limitation of Liability**

WE DON'T LIMIT OR EXCLUDE OUR LIABILITY WHERE THAT WOULD BE ILLEGAL. FOR EXAMPLE, SOME JURISDICTIONS DO NOT ALLOW CERTAIN TYPES OF LIMITATIONS OF LIABILITY. IN SOME CASES, THESE LIMITATIONS OR EXCLUSIONS OF LIABILITY MAY NOT APPLY TO YOU. THIS IS ESPECIALLY THE CASE IF YOU ARE A CONSUMER. WE ALSO DO NOT EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUDULENT MISREPRESENTATION, INTENTIONAL OR KNOWING VIOLATION OF THE REWARDS AGREEMENT, OR APPLICABLE LAW, OR FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR AGENTS OR EMPLOYEES.

IN JURISDICTIONS WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, WE (AND ANY OF OUR AFFILIATED COMPANIES, EMPLOYEES, AGENTS, SHAREHOLDERS, AND DIRECTORS) ARE NOT LIABLE TO YOU OR ANY THIRD PERSON FOR:

- ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES
- ANY LOSS OF USE, PROFIT, BUSINESS, REVENUE, OR DATA.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF (1) LEGAL THEORY; (2) WHETHER OR NOT THE CLAIM ARISES FROM THE REWARDS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY OF THE CONTENT OR OTHER MATERIALS LOCATED ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SERVICE; (3) WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR, (4) WHETHER OR NOT THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE.

EXCEPT FOR THE TYPES OF LIABILITY THAT WE CANNOT LIMIT BY LAW (WHICH ARE DESCRIBED IN THIS SECTION) WE LIMIT OUR LIABILITY TO YOU AND/OR TO ANY THIRD PARTY TO \$100 US.

### **Dispute Resolution**

*We want to try to sort out any disagreements without a formal legal proceeding or case.* If a dispute arises between you and Road Ranger, you agree to first contact us by emailing [legal@roadrangerusa.com](mailto:legal@roadrangerusa.com), before filing a claim. We'll also try to resolve disputes informally by contacting you at the email address you provided. If we are unable to resolve the dispute, informally, within fourteen (14) days of that email, You or Road Ranger may bring a formal proceeding.

***Judicial Forum for Disputes:*** You and Road Ranger agree to submit to the exclusive jurisdiction of the state and federal courts of the State of Illinois, USA, subject to the mandatory, individual arbitration provisions, below. Both you and Road Ranger consent to venue and personal jurisdiction in such courts. This paragraph does not apply in jurisdictions that give consumers the right to bring claims in local courts.

***Controlling Law:*** Any claim, dispute or matter arising under or in connection with the Rewards Agreement (which includes these Rewards Terms, the Privacy Policy, and the general Terms of Use) shall be governed and construed in all respects by the laws of the State of Illinois, USA, without giving effect to Illinois' conflict of law's provisions, except to the extent local law is mandatory for consumers.

### **MANDATORY INDIVIDUAL ARBITRATION & CLASS ACTION WAIVER**

- ***We Both Agree to Arbitrate Our Claims:*** You and Road Ranger agree to resolve any claims relating to or arising from the Rewards Agreement

(inclusive of these Reward Terms, our [Privacy Policy](#), and general [Terms of Use](#)) or Ranger Rewards through final, binding, and individual arbitration by a single arbitrator, unless you fall under one of the Exceptions to the Agreement to Arbitrate, which are described below. This includes, but is not limited to, disputes arising out of or relating to these Mandatory Individual Arbitration Provisions and threshold questions of whether or not the dispute can be arbitrated.

- ***Procedures for Arbitration:*** The Arbitration will be administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. It will be held in your home county, Cook Count, IL, or another location to which we agree.
- ***Arbitration Costs and Incentives:*** AAA rules will control all arbitration fees and incentives. We will pay arbitration fees for individual arbitration claims that are under \$20,000 and will not seek our attorney's fees or costs in arbitration unless the arbitrator decides that your claim is frivolous. If you receive an arbitration reward that is more favorable than the highest offer we made to resolve the claim, we will pay you \$500 in addition to that award.
- ***Exceptions to the Agreement to Arbitrate:*** These Mandatory Individual Arbitration Provisions do not apply to: (1) qualifying claims brought in small-claims court; and (2) a lawsuit for injunctive relief to stop unauthorized use of the Services or infringement on Intellectual Property Rights. If the agreement to arbitrate is found not to apply, you agree to the exclusive jurisdiction of the state or federal courts in Cook County, Illinois.
- ***You May Opt-Out of the Agreement to Arbitrate:*** If you do not want to agree to these Mandatory Individual Arbitration Provisions, you can opt-out by sending an email to [legal@roadrangerusa.com](mailto:legal@roadrangerusa.com), telling us your name, the email address associated with your account, and that you want to opt-out of the mandatory individual arbitration agreement. In order for your opt-out to be effective, you must email us within thirty (30) days of signing up for the an account with us or acknowledging that you have been notified of these Terms, whichever comes later.
- ***NO CLASS ACTIONS:*** You agree that you will only resolve disputes with us on an individual basis. You understand that accepting and agreeing to these Terms you, you and Road Ranger are each waiving the right to trial by jury or to participate in a class action or class arbitration of claims relating to or arising out of the Rewards Agreement or Ranger Rewards. You are not allowed to bring, or participate, in class actions, consolidated actions, representative

actions, class arbitrations, private attorney general actions against Road Ranger. The arbitrator does not have the power to modify this provision.

If any part of this “Dispute Resolution” section is found to be unenforceable, it will be severed and the rest of this section will remain in full force except as follows: If the prohibition against class or representative actions is found to be unenforceable, all of the Mandatory Individual Arbitration Provisions are null and void. Otherwise, the terms of the Mandatory Individual Arbitration Provisions will survive termination of the Rewards Agreement.

### **Other Important Terms**

***Volume Limitations:*** We reserve the right to impose volume limitations on some items and to offer additional and/or different benefits to some Members based on geographic location, participation in Ranger Rewards or other criteria determined by us based on our business requirements.

***Entire Agreement:*** The Rewards Agreement (which includes these Rewards Terms, our Privacy Policy, and our general Terms of Use) is the entire agreement between You and Road Ranger with respect to Ranger Rewards and the subject matter of the Rewards Agreement. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, applicable to the same subject matter (including, but not limited to, any prior versions of the Rewards Agreement).

***Severability:*** If for any reason a court of competent jurisdiction finds any provision or portion of our Rewards Agreement (which includes these Rewards Terms, our Privacy Policy, and our general Terms of Use) to be unenforceable, the remainder of the Rewards Agreement will continue in full force and effect. Under these circumstances, an enforceable term shall be substituted that most closely reflects our original intent.

***Waiver:*** If Road Ranger fails to enforce any portion of the Rewards Agreement, that is not a waiver of our right to do so. Any waiver of any provision of the Rewards Agreement will be effective only if in writing and signed by an authorized representative of Road Ranger.

### **Contact for More Information**

Road Ranger LLC is located at 1501 Woodfield Road, Schaumburg, IL 60173. Should you have any comments or questions about Ranger Rewards or our Terms, communication can be directed to Road Ranger’s postal address, via email to [legal@roadrangerusa.com](mailto:legal@roadrangerusa.com) or by telephone to (815) 387-1700.