

TERMS OF USE

Welcome to our store and service. These terms and conditions form the agreement (the "Agreement") between you ("you") and Gregory M. Parker, Inc. and/or its affiliates and subsidiaries ("Company") together offering the Parker's Rewards Program, PumpPal Debit and related service(s) for which you have enrolled, or are now enrolling (collectively, the "Program"). You may contact the Company using the information on the back of your card or in the FAQ section of the mobile application.

(1) Agreement to Terms. You acknowledge and agree that you have read these terms and conditions carefully before using the Program. If you do not agree to these terms and conditions, you may not participate in the Program. Use of the Program signifies your agreement to the terms and conditions of use set forth herein.

(2) Modification of Agreement. Company reserves the right, at its sole discretion, to change, modify, add or remove, cancel or otherwise alter any portion of this Agreement, in whole or in part, at any time. This includes the right to apply such changes retroactively to Rewards (as hereinafter defined) already accrued. Notification of changes in the Agreement will be posted on the website designated on the back of your card or in your mobile application (the "website"). Use of the Program after such changes will be considered your agreement to be bound by any and all such changes.

(3) Company's Rights in Program. Company may, in its sole discretion, change, suspend, or discontinue any aspect of the Program at any time, including but not limited to benefits, discounts, special offers, promotions, perks, upgrades, exclusives, and/or rewards (collectively, the "Rewards") and redemption methods. Company may also impose limits on certain features and services or restrict your access to parts or all of the Program or the website without notice or liability. Company reserves the right, in its sole discretion, to refuse service, cancel membership, and suspend or terminate an account.

(4) Usage of the Program. Should you enroll for and use the debit card feature of the Program, you authorize Company to debit from the checking account provided in your enrollment, in accordance with the Rules of the National Automated Clearing House (NACHA), for the purchase amount for goods and/or services you purchased using your card(s) (including its usage through the mobile application). You will promptly notify Company if your card(s) is/are

lost or stolen by calling 800-763-0127 and choosing extension 2, and will not change or alter your card(s) or authorize its use by any other person except those that may be designated as part of the enrollment. In addition, you may change your bank information by calling 800-763-0127 and choosing extension 2 or by going to ParkerSav.com/Rewards and log into My PumpPal. You understand that an ACH transaction may take up to three (3) business days to POST to your bank account. When you conduct this type of transaction, you are responsible for ensuring that the funds are available at the time the transaction is conducted and processed (posts) to your account. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law. In addition, you are authorizing the Company to verify your identity. You also authorize Company to provide transaction history information to any affiliate or subsidiaries and any third party responsible for any collection from you for unpaid ACH transactions under this Program.

The authorization to complete such transactions will remain in effect until you terminate this Agreement by contacting customer service by telephone at 800-763-0127 and choosing extension 2, or by accessing the website provided on the back of your card. You agree that any purchases made prior to cancellation will be paid by you.

You represent and warrant that you have all necessary authority to make withdrawals from and otherwise authorize debits and credits to the checking account designated in your enrollment. In the event that your bank does not allow electronic transactions, you authorize Company to convert the electronic transaction data to a paper draft for presentment to your bank, and consent to the payment thereof. In the event that your bank denies the electronic transaction and returns electronic payment to Company, you authorize Company to re-present the original electronic transaction amount, and consent to the payment thereof. If your payment is returned unpaid, you authorize Company to make an electronic fund transfer from your account to collect the original transaction and a return fee. You understand that the return fee may be the maximum amount permissible by state law. This fee is separate from any fees that your bank may impose for such returns. Until such time as the face amount of the check and/or service charges and recovery costs have been paid, Company may suspend any Program privileges. You understand that Company recommends that you have Overdraft Protection on the account used for your payment card(s) transactions. Company may share data with third

parties to verify your identity, to validate the data presented during enrollment, and to collect from you in accordance with the Company Privacy Policy.

(5) Indemnification for Your Breach of Agreement. You hereby agree to indemnify, defend and hold Company, and all its officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the "indemnified parties") harmless from and against any and all liabilities and costs incurred by the indemnified parties in connection with any claim arising out of any breach by you of the Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the prior written consent of Company.

(6) No Warranty. The Program, including all content, functions, materials, and information made available to you or accessed by you through the website, is provided "as is." To the fullest extent permissible by law, Company makes no representation or warranties of any kind whatsoever for the content of the Program, the materials, information and functions made accessible through the website and/or mobile application, or for the products and/or services awarded or redeemed through the Program. Further, Company disclaims any express or implied warranties, including, without limitation, non-infringement, merchantability, or fitness for a particular purpose. Company assumes no responsibility, and shall not be liable for any damages by use of the Program, the mobile application, or the website. Company shall not be liable for the use of the Program, including, without limitation, the website and/or the mobile application and any errors contained therein. Company shall not be liable for any failure of the Program, including without limitation the website and/or the mobile application, which results from acts or events beyond the Company's reasonable control.

(7) LIMITATION OF COMPANY'S LIABILITY AND DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS ARISING FROM LOST OR STOLEN PROGRAM CARDS, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE PROGRAM, THE REWARDS, THIS AGREEMENT, THE MOBILE APPLICATION, OR THE WEBSITE. THIS INCLUDES, WITHOUT LIMITATION, LOST PROFITS, LOST POINTS, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, COMPUTER SYSTEMS OR

PROGRAMS, OR ANY INFORMATION SYSTEM, OR THE LOSS OF ANY INFORMATION OR DATA. THE MAXIMUM LIABILITY COLLECTIVELY OF THE COMPANY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) FOR ANY DAMAGES OF ANY NATURE, INCLUDING GROSS NEGLIGENCE, ARISING IN CONTRACT, TORT, OR OTHERWISE.

(8) Rewards are Not Transferable and Not Redeemable for Cash. Rewards have no monetary or cash value. As such, they may not be redeemed for cash or any cash equivalent. Additionally, Rewards may not be transferred or assigned and can only be used by you.

(9) Expiration of Rewards. Any Rewards earned by you through the Program will expire after one hundred twenty (120) days of account inactivity, which means that, during such period, you have not: (i) used the Program during any purchase; or (ii) redeemed any of your accrued Rewards.

(10) Company's Privacy Policy. The Company's privacy policy is incorporated herein by reference, and may be found at the website (the "Privacy Policy").

(11) Acceptance of Terms and Conditions by You. By using the Program, submitting an application for an account, activating this Agreement at a point of sale or by any other designated means by Company, you are representing that you are over the age of eighteen and accept this Agreement and agree to be bound by all its terms and conditions. For accounts created for individuals under eighteen years of age, you represent that you have obtained the consent of a legal guardian who has agreed to supervise your use and participation in the Program and has agreed to be bound by these Terms of Use.

(12) MANDATORY ARBITRATION OF ALL DISPUTES. NO CLASS ACTIONS. ANY DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT OR PROGRAM, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON STATE OR FEDERAL STATUTES, SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN CHATHAM COUNTY, GEORGIA. SUCH PROCEEDINGS SHALL BE CONDUCTED UNDER THE PREVAILING RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR'S AWARD SHALL BE BINDING AND FINAL AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. UNDER THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOU ARE GIVING UP YOUR RIGHT TO A COURT OR JURY TRIAL. YOU FURTHER

AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THIS PROVISION SHALL NOT APPLY TO A CLAIM BY COMPANY IF YOU HAVE, IN ANY MANNER, VIOLATED OR THREATENED TO VIOLATE ANY COMPANY INTELLECTUAL PROPERTY RIGHTS, IN WHICH CASE COMPANY MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT.

(13) Governing Law. This Agreement and the relationship between you and Company shall be governed by, construed and enforced in accordance with the laws of the State of Georgia without giving effect to any conflict of law provisions.

(14) Venue. The parties consent to jurisdiction and venue in Chatham County, Georgia, and agree that the jurisdiction and venue will be sole and exclusive for any and all actions or disputes related to this Agreement.

(15) No Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by you.

(16) Severability. The invalidity or unenforceability of any particular provision or provisions of this Agreement shall not affect any other provision or provisions hereof, and, if any one or more provisions of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions had been omitted.

(17) Waiver. No provision hereof shall be waived except by an agreement in writing signed by the waiving party. Further, a waiver of any term or provision shall not be construed as a waiver of any other term or provision.

(18) Entire agreement. These terms and conditions and the privacy policy constitute the entire Agreement between Company and you with respect to your use of the Program.

(19) Limitation on Commencement of a Cause of Action. Any cause of action you may have with respect to your use of the Program must be commenced within one (1) year after the claim or cause of action arises.