

**IMPORTANT: Please scroll through, read and contemplate the entire agreement.**

### **Love's Connect Portal User Agreement**

This Love's Connect Portal User Agreement ("**Agreement**") is made by and between Love's Travel Stops & Country Stores, Inc. ("**Love's**") and you the "**Customer**" or "**You**". For good and valuable consideration including without limitation Customer's use of the Portal and the related benefits, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties agree to the terms and conditions stated herein.

BY CLICKING THE "I ACCEPT THE LOVE'S CONNECT PORTAL USER AGREEMENT" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE SCROLLED THROUGH AND READ THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.

The Love's Connect Portal (the "**Portal**") is offered to you conditioned on your acceptance of the terms and conditions contained herein which incorporate your acceptance of the [Love's Terms of Use Agreement and Privacy Policy](#). By using the Portal, you understand and agree to the terms and conditions of this Agreement. If you do not agree to be bound by any of the terms and conditions contained herein or the [Love's Terms of Use Agreement and Privacy Policy](#), you may not use the Portal.

#### **Terms of Use Agreement**

[Love's Terms of Use Agreement and Privacy Policy](#), as it may change from time to time, is incorporated as a part of this Agreement and contains important terms and conditions related to your use of the Portal. All such terms and conditions, including the rights and restrictions contained therein, apply to Customer's use of the Portal. **Accordingly, you should click on the hyperlink provided above, read and contemplate the Love's Terms of Use Agreement and Privacy Policy before continuing with your registration.**

#### **Reservation of Rights**

You acknowledge and agree that the Portal is not sold to you. You do not acquire any ownership interest in the Portal under this Agreement or any other rights thereto other than to use the Portal in accordance with the terms and conditions under this Agreement. Love's and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Portal, including all copyrights, trademarks and other intellectual property rights therein or relating thereto.

#### **Portal Availability**

Love's will use commercially reasonable efforts to provide 24 hour daily availability of the Portal. However, Love's makes no representation or warranty that 24 hour service will be available. Customer acknowledges and agrees the Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or other mechanical or electronic failures which may cause delays in responses.

### **User Access**

Customer will be granted one “Super Administrator” account and may choose to add additional users to the account. Customer is responsible for adding and terminating users to its account through the Portal. Users will be able to view the account and make payments. Customer is responsible for their own pricing and payment for purchases placed on the Customer’s national account. Customer agrees to notify Love’s immediately when an account or user id is to be terminated, either through the Portal or by contacting Love’s directly. Love’s will make every effort to terminate access immediately. However, Customer cannot be assured that access has been terminated until Love’s provides confirmation notice of the termination.

### **No Unlawful and Prohibited Use**

Customer is prohibited from using the Portal to damage, disable, or overburden Love’s servers or network or impair the Portal or interfere with any other party’s use of the Portal. Hacking, password mining, or any other means to gain unauthorized access to the Portal, Portal accounts, computer or network is prohibited and subject to prosecution.

### **Security**

Love’s will use commercially reasonable efforts to make the Portal secure from unauthorized access. However, Customer recognizes that no completely secure system access or data transfer method exists. **Love’s makes no warranty express or implied, regarding the security of the Portal. Customer agrees Love’s shall never be liable for any claimed actual or consequential damages arising from any breach or alleged breach of security of the Portal or systems connected to the Portal.**

**Collection and Use of Your Information** You acknowledge that when you use the Portal, Love’s may use automatic means (including, for example, cookies and web beacons) to collect information about your use of the Portal. You also may be required to provide certain information about yourself as a condition to using the Portal or certain of its features or functionality. All information we collect through or in connection with this Portal is subject to our Privacy Policy. By using and providing information to or through this Portal, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Portal Service**

Portal functionality includes the ability for Customer to call Love’s and request a Love’s customer representative make a change to Customer’s Portal account or execute a payment for Customer’s account via a “Payment on Behalf of” function. The Love’s customer representatives have visibility to Customer’s Portal account including Fuel Transactions, Price Files, Credit Account Balances, etc. You grant Love’s authorization to act upon this information and direction provided through the Portal. In addition, You grant Love’s the right to store and use pictures, videos, and any other submissions arising out of the use of the Portal. From a security perspective, the identity of the person representing Customer on the phone will be verified by Love’s through a 4 digit PIN which gets set by the Customer when their Portal account is created.

Work begins and payment is required once You click “final approval”. **Love’s is not required to recommend additional service(s).**

### **Communication**

As part of the Portal service, Love’s will communicate to Customer both via email and via the Portal message center.

### **Modification**

Love’s may modify this Agreement from time to time with specific notice to you. Any modifications to this Agreement will be effective immediately upon reference to the posting of such modification on the

Portal. Continued usage of the Portal means you accept the then current form of the Agreement. For your convenience and future reference, the date of the current version of this Agreement is noted below.

**Entire Agreement**

This Agreement along with the Love's Terms of Use and Privacy Policy constitutes the entire agreement between you and Love's, and supersedes all prior or contemporaneous agreements, representations, warranties or understandings with respect to the Portal.

Dated: October 17, 2019