**PLEASE READ THESE TERMS OF USE CAREFULLY.**

**Updated:**2.20.2017

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 apply to your access to, and use of, all or part of any website, mobile application, online service or other digital asset of Sheetz, Inc. ("Sheetz") (collectively, the "Sites"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Sheetz for products, services, or otherwise. If you are using the Sites 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 Sheetz 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 Sites, these Terms of Use will govern. However, if you navigate away from the Sites 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 we make reasonable efforts to provide accurate and timely information about Sheetz on the Sites, you should not assume that the information is always up to date or that the Sites contain all the relevant information available about Sheetz.

Sheetz reserves the right to change or modify these Terms of Use or any policy or guideline of the Sites, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the Sites, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Sites 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 Sites. If you do not agree to the amended terms, you must stop using the Sites.

**Eligibility, Registration and User Account Information**

The Sites are not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may only use the Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to use the Sites, you agree to these Terms of Use. If your child or a minor for whom you are responsible is using the Sites and is either under 13 years of age or does not have your permission, please contact us so that we can disable his or her access to the Sites to the extent possible.

In order to participate in certain areas of our Sites, 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 Sheetz if you discover or otherwise suspect any security breaches relating to the Sites; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

Features on the Sites, such as Virtual My Sheetz Rewardz Card, Virtual Gift Cards, store locator, mobile gifting, 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 credit card 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 Sites, you consent to the transmission of User Information to Sheetz, including its agents and third-party partners, and consent to Sheetz, including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for Sites functionality and for the purposes disclosed in and consistent with the Sheetz Privacy Policy.

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 Virtual My Sheetz Rewardz Card or Virtual Gift Card registered in your name, whether authorized or unauthorized. This includes any and all authorized or unauthorized purchases made from the Virtual Gift Card feature. Sheetz 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 Sites.

**Privacy**

Please read the Sheetz Privacy Policy carefully to understand how Sheetz collects, uses and discloses personally identifiable information from its users. These Terms of Use incorporate by reference the Sheetz Privacy Policy. Your access to, and use of, all or part of the Sites indicates your acceptance of this policy.

**Site Disclaimer- No Warranties**

THE MATERIALS AND INFORMATION ON THE SITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE MATERIALS, INFORMATION AND SERVICES ON THE SITES ARE PROVIDED "AS IS" WITHOUT ANY CONDITIONS, WARRANTIES OR OTHER TERMS OF ANY KIND. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHEETZ 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 SITES AND THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

**Copyright and Limited License**

Unless otherwise indicated, the Sites and all content and other materials therein, including, without limitation, the Sheetz logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Materials") are the property of Sheetz or its licensors or users and are protected by U.S. and international intellectual property laws.

You are granted a personal, non-exclusive, non-transferable, limited and revocable license to access and use the Sites 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 Sites 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 Sites 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 Sites, the Site Materials or any information contained therein, except as expressly permitted on the Sites; or (g) any use of the Sites or the Site Materials other than for its or their intended purpose. Any use of the Sites or Site Materials other than as specifically authorized herein, without the prior written permission of Sheetz, 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.

**Intellectual Property Infringement Claims**

It is the policy of Sheetz to respond expeditiously to claims of intellectual property infringement. Sheetz will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") as described below and other applicable intellectual property laws.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Sheetz' designated agent (see address below) with a notice containing the following information:

1. **Your name, address, telephone number and email address.**
2. **Identification of the copyrighted work or other intellectual property that you claim has been infringed;**
3. **An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;**
4. **Identification of where the Content that you claim is infringing is located on the site (i.e., the complete URL of all content on the Sites you believe violates the copyrighted work)**
5. **A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and**
6. **A statement by you that the above information in your notice is accurate and a statement, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.**

Pursuant to 17 U.S.C. §512(c)(2) of the DCMA, Sheetz' designated agent to receive notifications of claimed copyright infringements is:

General Counsel, Sheetz Legal Department, 5700 Sixth Ave. Altoona, PA 16602; 1-800-487-5444

If Sheetz has deleted or suspended access to any content you uploaded to the Sites because of a complaint that the posting infringed someone else's copyrights and you disagree and want to have the Content returned to you please provide Sheetz with a written response which contains the following within 10 days after receiving notification that the Content has been deleted:

1. **Your physical or electronic signature;**
2. **Identification of the Content that was deleted or made inaccessible;**
3. **A statement under penalty of perjury that you have a good faith belief that the Content was removed or made inaccessible as a result of mistake or misidentification;**
4. **Your name, address and telephone number and a statement that you consent to jurisdiction of the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who complained that posting the Content constituted an intellectual property right infringement or from an agent of that person.**

A copy of your response, including your name and address, will be sent to the person who complained about your posting, and unless this person files a lawsuit concerning the posting within 14 days of receiving a copy of your response, the deleted Content will be returned to you.

Please note that all other Content that Sheetz has deleted or suspended access to will not be returned to user.

In accordance with the DMCA and other applicable law, Sheetz has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. Sheetz may also, in its sole discretion, limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

**Trademark Information**

Sheetz and the Sheetz logo are registered trademarks of Sheetz. All other Sheetz trademarks, service marks, domain names, logos, company names and indicia of origin referred to on the Sites are either trademarks, service marks, domain names, logos, company names or indicia of origin or are otherwise the property of Sheetz or its affiliates or licensors. In countries where any of the Sheetz trademarks, service marks, domain names, logos, company names or indicia of origin are not registered, Sheetz claims other rights associated with unregistered trademarks, service marks, domain names, logos, trade name, company names and indicia of origin. Other product or company names referred to on the Sites may be trademarks of their respective owners. You may not use any trademark, service mark, domain name, logo, company name, trade name or indicia of origin of Sheetz or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo, company name, trade name or indicia of origin.

All rights not expressly granted are reserved.

**Restrictions on Use**

The Sites may include interactive areas in which you or other registered users may create, post, send or store messages, materials, data, information, text, music, sound, photos, video, graphics, applications, tags, code, links or other items or materials on the Sites ("User Content"). By using the Sites, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Sites any of the following:

a. Unless specifically requested by Sheetz, any "sensitive" personally identifiable information about yourself or another person (including, but not limited to, information that relates to health or medical conditions, social security numbers, credit cards, bank accounts or other financial information, other information concerning trade union membership, sex life, political opinions, criminal charges or convictions, religious beliefs, racial or ethnic origin, or other sensitive matters);

b. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, otherwise objectionable or which threatens our relationships with our employees, partners, customers, or suppliers;

c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and produce such User Content;

d. User Content that impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity;

e. Spam, direct marketing communications or any unsolicited advertising, promotional materials or other forms of solicitation or commercial content;

f. User Content that constitutes, encourages or provides instructions for a criminal offense, violates the rights of any party or that creates liability or violates any applicable local, state, national, or international law;

g. Viruses, spyware, Trojan horses, easter eggs, or any other harmful, disruptive, or destructive files; and

h. User Content that, in the sole judgment of Sheetz, is objectionable, restricts or inhibits any other person from using or enjoying the Sites or which damages the image or rights of Sheetz, other users, or third parties.

Sheetz does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Sheetz liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. The interactive areas are generally designed as open and public community areas for connecting and sharing with other people. When you participate in these areas, you understand that certain information and content you choose to post may be displayed publicly. You are solely responsible for your use of the Sites and agree to use the interactive areas at your own risk.

Enforcement of these Terms of Use, however, is solely in our discretion and absence of enforcement in some instances does not constitute a waiver of our right to enforce the Terms of Use in other instances. In addition, these Terms of Use do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Sites will not contain any content that is prohibited by these Terms of Use. Although Sheetz has no obligation to screen, edit or monitor any of the User Content posted on the Sites, Sheetz reserves the right, and has absolute discretion, to remove, screen or edit any User Content on the Sites at any time and for any reason without notice. You are solely responsible for creating backup copies and replacing any User Content you post or store on the Sites at your sole cost and expense.

If you are viewing the Sites on a public computer or are otherwise using a computer to which multiple people have potential access, be sure to follow all relevant instructions to ensure you are sufficiently disconnected and logged off the Sites and the computer system you are using to prevent unauthorized User Content.

License to User Content

You represent and warrant that your User Content is not subject to any confidentiality obligations and that you own and control all of the rights to the User Content or otherwise have the right to grant the rights to Sheetz that you grant herein. Sheetz claims no ownership or control over any User Content, except as otherwise provided herein, on the Sites or in a separate agreement. However, by submitting or posting User Content on the Sites, you grant Sheetz and its designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license or sub-license the User Content and your name and likeness in connection with such use of your User Content. By posting User Content, you hereby release Sheetz its affiliated companies and subsidiaries, and its or their respective officers, directors, employees, agents and subcontractors from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any compensation for any use of your User Content.

**Submission of Ideas**

Separate and apart from the User Content you provide, you can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about Sheetz, our Sites and our products (collectively, "Ideas"). Ideas, whether posted to the Sites or provided to Sheetz by email or otherwise are entirely voluntary, non-confidential, gratuitous and non-committal. Sheetz shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Links**

You are granted a limited, non-exclusive right to create text hyperlinks to the Sites for noncommercial purposes, provided such links do not portray Sheetz in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable, or violates these Terms of Use. This limited right may be revoked at any time. In addition, you may not use Sheetz' logo or other proprietary graphics to link to our Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Sheetz trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Sheetz or any third party.

Sheetz makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of embedded content, third-party websites accessible via hyperlink or websites linking to the Sites. Such sites are not under the control of Sheetz and Sheetz is not responsible for any embedded content or the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Sheetz and its users may provide these links as a convenience to you, but the inclusion of any link does not imply affiliation, endorsement or adoption by Sheetz of any site or any information contained therein. When you visit other sites via links or embedded content, you should understand that our terms and policies no longer govern and that the terms and policies of those third party sites would then apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Sites.

**Third Party Content**

Sheetz may provide third party content on the Sites and links to web pages and content of third parties (collectively, "Third Party Content") as a service to those interested in this information. We do not control, endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that Sheetz is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review such Third Party Content. You agree to use such Third Party Content contained therein at your own risk.

Advertisements and Promotions; Third-Party Products and Services

Sheetz may display advertisements and promotions from third parties on the Sites or may otherwise provide information about or links to third-party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Sheetz is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the result of the presence of such non-Sheetz advertisers or third party information on the Sites.

**Google**

Sheetz uses Google Map APIs to provide location services to you. By using this site or application, you are additionally agreeing to be bound by [Google's Terms of Service (https://www.google.com/intl/en/policies/terms)](https://www.google.com/intl/en/policies/terms). For information about Google's data protection practices, please also read the [Google Privacy Policy (https://www.google.com/policies/privacy)](https://www.google.com/policies/privacy).

**Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHEETZ AND ITS AFFILIATED COMPANIES AND SUBSIDIARIES, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND SUBCONTRACTORS 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 SITES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM SHEETZ, 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 SHEETZ' RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SHEETZ, 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 SITES EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO SHEETZ FOR ACCESS TO OR USE OF THE SITES OR $75.00, WHICHEVER IS LESS. 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. USER AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITES 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.

**Indemnification**

You agree to defend, indemnify and hold harmless Sheetz, its affiliated companies and subsidiaries, service providers and consultants, and its or their respective officers, directors, employees, agents, shareholders, and subcontractors, from and against any costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, judgments, and demands of every kind or nature, including any reasonable attorney's fees, costs, and expenses, arising out of or related to (a) your use of the Sites; (b) any User Content or Ideas you provide; (c) your violation of these Terms of Use; (d) your violation of any rights of another; or (e) your conduct in connection with the Sites. Sheetz shall have control of any litigation or settlement negotiation arising out of Terms of Use or the subject matter thereof.

Modifications to the Sites

Sheetz reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice. You agree that Sheetz will not be liable for any modification, suspension or discontinuance of the Sites or any part thereof.

**Governing Law**

Access to and use of the Sites and these Terms of Use are governed by U.S. federal law and/or the laws of the Commonwealth of Pennsylvania, without resort to conflict of law provisions.

**Claims Resolution**

Most customer concerns can be resolved by calling our customer service department at the number listed on our website. In the event that customer service is unable to resolve a complaint to your satisfaction, you and we agree to resolve your complaint through binding arbitration instead of courts of general jurisdiction.

Neither you nor we will have the right to litigate any claim in court or have a jury trial on any claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim.

For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claims, dispute or controversy relating to your use of the Sites, these Terms of Use, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims, and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with the Sites; and (4) claims that arise from or relate to (a) any use of the Sites, including any mobile application; (b) advertisements, promotions or statements related to any accounts, goods or services on or made available through the Sites, including any mobile application; (c) benefits, services, offers or promotions related to the My Sheetz Rewardz Card membership program (including fee-based or free benefit programs, enrollment services and reward programs); (d) any purchases made through one or more of the Sites, including any mobile application; and (e) your application for any account or My Sheetz Rewardz Card membership. You may not sell, assign or transfer a claim.

Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

**Sending a Claim Notice**

Before beginning an arbitration, you and we agree to send a written notice (a claim notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided electronically or to your billing address, where applicable. Notice to us must include your name, address, My Sheetz Rewardz Card membership number, if applicable, and be sent to General Counsel, Sheetz Legal Department, 5700 Sixth Ave. Altoona, PA 16602.

**Limitations on Arbitration**

Any arbitration will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other My Sheetz Rewardz Card members, other users of the Sites, including other mobile application account holders or users, or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

**Arbitration Procedures**

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitation and privileges.

At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction.

**Arbitration Fees and Costs**

You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees).

**Continuation**

This Arbitration provision will survive termination of your My Sheetz Rewardz Card membership, mobile application account or use, any legal proceeding, and any bankruptcy. If any portion of this Claims Resolution section is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

**Injunctive Relief**

You acknowledge and agree that any breach of the Terms of Use by you is likely to cause Sheetz irreparable harm for which damages will not be an adequate remedy, and that Sheetz will, therefore, be entitled to temporary, preliminary, and permanent injunctive relief, without prejudice or waiver of any other right or remedy.

**Termination**

Notwithstanding any of these Terms of Use, Sheetz reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites and to block or prevent your future access to, and use of, the Sites.

**Severability**

If any provision of these Terms of Use is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of these Terms of Use is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

**Waiver**

Any waiver by Sheetz of the provisions of these Terms of Use or its rights or remedies under the terms herein must be in writing to be effective. Failure or delay by Sheetz to enforce the provisions of these Terms of Use or its rights or remedies hereunder at any time will not be construed and will not be deemed to be a waiver of its rights under these Terms of Use and will not in any way affect the validity of the whole or any part of these Terms of Use or prejudice Sheetz' right to take subsequent action.

**Successors and Assignment**

These Terms of Use are binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign, in whole or in part, these Terms of Use without Sheetz' written consent.

**Incorporation of Related Terms**

For Apple® Devices (iOS), these Terms incorporate and supplement the Apple, Inc. ("Apple") Terms and Conditions (currently available at http://www.apple.com/legal/itunes/us/terms.html#service), including without limitation the Licensed Application End User Agreement therein ("Apple Terms"). For Android Devices, these Terms incorporate and supplement the Google Play Terms of Service (currently available at https://play.google.com/intl/en\_us/about/play-terms.html) ("Android Terms"). These Terms of Use, and all other terms or agreements expressly incorporated herein, constitute the entire agreement between you and Sheetz.

**Notices**

You consent to receive all communications including notices, agreements, disclosures, or other information from Sheetz electronically. Sheetz may provide all such communications by email, by or through the Sites, or through other electronic means.