

## WESTWAY REWARDS PROGRAM PLATFORM END USER AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING, DOWNLOADING OR OTHERWISE USING THE WESTWAY REWARDS PROGRAM PLATFORM INCLUDING THE WEB PLATFORM/PORTAL ANY RELATED DOCUMENTATION, AND THE SERVICES, FEATURES AND INFORMATION MADE AVAILABLE THROUGH THE PLATFORM/PORTAL (COLLECTIVELY, THE "PLATFORM"). BY USING THE PLATFORM YOU AGREE THAT YOU HAVE READ THIS END USER AGREEMENT ("AGREEMENT"), UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS SET OUT BELOW.

### 1. Introduction and Background

Federated Co-operatives Limited ("**FCL**") and certain of its retail member co-operatives ("**Member Co-ops**") operate Tempo branded fuel sales and convenience store businesses and in addition, FCL also maintains a network of independently owned and operated retailers who also carry on Tempo or Western Nations branded retail fuel sales and convenience store businesses (collectively the "**Independent Dealers**" each an "**Independent Dealer**"). The Westway Rewards Program ("**Rewards Program**") is a frequency reward program offered by FCL to customers of FCL, Member Co-op and participating Independent Dealer Tempo and Western Nations locations. FCL has made the Platform available for use in connection with the Rewards Program. FCL worked with Paystone Inc. ("**Paystone**") to provide and make available the Platform to you.

### 2. Legally Binding Terms

This Agreement constitutes a legal agreement between you, FCL, Member Co-ops and the Independent Dealers. Your installation, download, and/or use of the Platform constitutes your acceptance of and agreement to comply with the terms and conditions of this Agreement, which FCL may change from time to time without notice. If this Agreement is updated or amended, the amended version will be published on the Platform. It is your responsibility to revisit this Agreement periodically to check for such updates as they will be binding on you. The last revision date for this Agreement is **September 18, 2023**.

### 3. License to Use Platform

FCL grants you a limited, personal, non-exclusive, and non-transferable license and right to access and use the Platform on your personal computer, mobile or hand-held device for the purpose of enabling you to use and enjoy the benefit of the Platform, subject to the limitations, restrictions, and terms contained in this Agreement.

### 4. Ownership and Intellectual Property

All right, title and interest in and to the Platform is owned by Paystone, FCL, or other third-parties and the Platform is protected by copyright, trademark, intellectual property rights and other laws. There is no transfer to you of any title to or ownership of the Platform and, except as expressly stated herein, each of Paystone and FCL reserve all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Platform. Without limiting the foregoing nothing contained on

the Platform should be construed as granting, by implication or otherwise, any license or right to use any trademark displayed on the Platform.

## **5. Your Use of the Platform**

You agree that you shall not, and shall not permit any other person to: (i) copy, modify, or create derivative works of the Platform, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iii) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person; or (iv) use the Platform in a capacity as a service bureau. FCL, Member Co-ops and the Independent Dealers are not responsible for ensuring that you are able to use the Platform in combination with any other software, hand-held devices, hardware, equipment, imagery, data or processes.

## **6. Your Account, Credentials and Data**

You will be asked to create and register an account in order to use the Platform which account creation process will be managed by FCL. When creating or updating an account on the Platform, you will be asked to provide the following information: (i) first name; (ii) email address; (iii) postal code, (iv) city/town; (v) a valid password created by you; (vi) other information that we may request in order to create your account.

Your account is specific to you and you may not share your account with any other person. You are also responsible for managing your account and password and for keeping your password confidential. However, you acknowledge that you are solely responsible for any and all activities and transactions that occur on your account or through the use of your password by yourself, or other persons.

You acknowledge that you are responsible for the accuracy, quality, integrity, reliability, timeliness, and appropriateness of any data, information or content that you provide or enter into the Platform or that you submit by or through the Platform.

## **7. No Warranty**

Your use of, and reliance upon, the Platform and any information or contained in the Platform is at your own risk. Access to the Platform and the information provided on the Platform are provided on an “as-is” and “as available” basis. FCL, Member Co-ops and the Independent Dealers do not guarantee the quality, accuracy, completeness or timeliness of the information provided and the information contained on the Platform may contain errors and may be changed without notice.

FCL, Member Co-ops and the Independent Dealers assume no obligation to update the Platform. You should not assume that the Platform will be error-free or that the Platform will operate without interruption. FCL, Member Co-ops and the Independent Dealers are not responsible for any content or information that you may find undesirable or objectionable.

FCL, Member Co-ops and the Independent Dealers disclaim all express, implied, or statutory warranties, representations and conditions of any kind with respect to the Platform, including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of third party rights, accuracy, quiet enjoyment, or warranties arising from a course of dealing, usage or trade practice.

## **8. Platform Modifications**

FCL reserves the right, in its sole discretion, to modify, suspend or discontinue any part of the Platform, at any time, without notice to you or any third party. FCL also reserves the right, in its sole discretion, to impose limits on certain features and services available through the Platform.

## **9. No Liability**

FCL, Member Co-ops and the Independent Dealers are not responsible for any direct, indirect, special, incidental or consequential damage or any other damages whatsoever and howsoever caused, arising out of or in connection with the use of the Platform or third party materials or in reliance on any information available in or on the Platform or the Third Party Materials, including any loss of use, lost data, lost business profits, business interruption, personal injury or any other pecuniary loss, whether the action is in contract, tort (including negligence) or other tortious action. FCL, Member Co-ops and the Independent Dealers disclaim any liability for unauthorized use or reproduction of any portion of the Platform or third party materials.

## **10. Privacy**

When creating or updating an account on the Platform, you will be required to provide some or all of the personal information described in section 6 of this Agreement. The personal information that you provide may be accessed by FCL, Member Co-ops the Independent Dealers and/or Paystone as required for the provision of the Platform (including for the resolution of any issues that may arise from your usage of the Platform).

Any personal information collected, used or disclosed by FCL, Member Co-ops, the Independent Dealers, and/or Paystone in connection with the above will be subject to the requirements of applicable privacy laws. Further, the collection, use and disclosure of such personal information is subject to FCL's policy related to the protection of personal information which policy can be found at <https://www.fcl.crs/contact-us/app-privacy>. You consent and agree to the collection, use and disclosure of such personal information by FCL, Member Co-ops, the Independent Dealers and/or Paystone as described in this section and our privacy policy.

## **11. Viruses**

You should take reasonable and appropriate precautions to scan for viruses and should ensure that you have a complete and current backup of the applicable items of information contained on your computer or mobile device. You must follow your computer/mobile device provider's security recommendations to protect against any malware or virus.

## **12. Confidentiality Warning**

Mobile-internet applications are not a secure medium and confidentiality cannot be ensured. FCL, Member Co-ops and the Independent Dealers will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make through the Platform, or that you expressly or implicitly authorize FCL, Member Co-ops, the Independent Dealers, and/or Paystone to make.

## **13. Third Party Advertisements and Interaction.**

In your use of the Platform, you may through links to other websites or to advertisements, enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party advertisers or other users. Such links do not constitute an endorsement by FCL, Member Co-ops Independent Dealers or Paystone of any such websites or the content, products or services offered. FCL,

Member Co-ops, Independent Dealers and Paystone are not responsible for the business practices, content, privacy policies or links displayed on such websites or products and services offered through such sites and your access to these websites is at your own risk. You shall accept responsibility and be bound by any and all activities and transactions that occur under your password and login accounts, whether or not authorized by you. Any such correspondence, advertisement, purchase or promotion, including the delivery of and the payment for goods and/or services, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, is solely between you and the applicable third party.

**14. Conformance with Law**

You agree that your use of the Platform shall not violate any applicable local, national or international law, including but not limited to any regulations having the force of law.

**15. Choice of Law**

The laws of the Province of Saskatchewan shall govern as to the interpretation, validity and effect of this Agreement without application of any principles of conflict of laws. You consent and submit to the exclusive jurisdiction of the courts of the Province of Saskatchewan in any action or proceeding instituted under or related to this Agreement or the Platform.