

Covenant Transport Solutions, Inc. d/b/a Fleet\$avings d/b/a Fleet\$avings
User Agreement

This User Agreement provides the contractual terms and conditions between you and Covenant Transport Solutions, Inc. d/b/a Fleet\$avings (hereinafter the “**Terms and Conditions**”). These Terms and Conditions apply to and govern your use of the Fleet\$avings website, as well as all services and actions which may be provided by Fleet\$avings in facilitating your introduction and/or access to vendors (collectively the “services”).

PRINT OR SAVE A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

1) GENERAL TERMS.

a) Parties and Vendors. The words “**Fleet\$avings,**” “**we,**” “**us,**” and “**our**” mean Covenant Transport Solutions, Inc. d/b/a Fleet\$avings, a Nevada corporation, including our subsidiaries, divisions, officers, directors, agents, employees, successors and assigns. The words “**you**” and “**your**” mean the user accessing the website, and include any officers, directors, agents, subsidiaries, employees, contractors, sub-contractors, or service providers of such user’s company. The phrases “**you,**” “**your,**” “**your company,**” and “**your business**” shall include you, any organization or legal entity established for business purposes (e.g. corporation, limited liability corporation, sole proprietorship, or partnership), and anyone purporting to act with the authority to bind such organization. You acknowledge that you have the requisite consents, age, and legal capacity to contract. **You represent and warrant that you are agreeing to the Terms and Conditions for business purposes only, and agree not to use our services for personal, family, or household use.** You and Fleet\$avings are parties to these Terms and Conditions. The term “**vendor**” shall include any other person or organization, other than Fleet\$avings or you.

BY CLICKING “AGREE,” YOU ACKNOWLEDGE THAT YOU HAVE READ THE INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH FLEET\$AVINGS ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE ELECTRONIC RECORDS AND DISCLOSURES, WHICH FLEET\$AVINGS WILL PROVIDE TO YOU AT NO CHARGE.

b) How to Agree. The Terms and Conditions form an essential basis of the bargain between you and Fleet\$avings. The Terms and Conditions provide and constitute a legally binding agreement between you and Fleet\$avings. These Terms and Conditions set forth the agreement between you and us for using our services and the website. We provide this website and services to you expressly subject to the Terms and Conditions. You accept the Terms and Conditions in any one or more of the following ways:

i) **Using this Website Constitutes Acceptance of the Terms and Conditions.** By accessing, browsing, or using the website in any other way, you acknowledge that you have read, understand, and agree to the Terms and Conditions. You thereby agree to all of the Terms and Conditions.

ii) **Using Our Services Constitutes Acceptance of the Terms and Conditions.** By contacting us telephonically to make use of our services, and also by using our services in any other way, you acknowledge that you have read, understand, and agree to these Terms and Conditions. You thereby agree to all of the Terms and Conditions.

iii) **Registering With the Website Constitutes Acceptance of the Terms and Conditions.** By submitting your information and your company's registration information (collectively "**Registration Information**") to us and clicking the "AGREE" button below, you will register your company to use the services promoted on this website. You thereby agree to all of the Terms and Conditions. Fleet\$avings reserves the right to refuse to register any potential user, in its discretion, for any lawful reason. We will attempt to provide you notice regarding your registration within 72 hours of clicking "AGREE" below.

c) **Scope of the Terms and Conditions.** The Terms and Conditions apply to any website using any of our domains and sub-domains. The Terms and Conditions are linked to the pages on our website, (except for any pages provided in non-standard web formatting for your convenience, including .pdf format).

d) **Agreement to Proper Use.** While using the Fleet\$avings website and/or services, you agree that you will refrain from:

- Violating any laws or third party rights;
- Using our sites or services if you are not able to form legally binding contracts on behalf of your company;
- Using our sites or services if you are not able to form legally binding contracts because you are not authorized to bind your company or you do not have legal capacity to enter a contract;
- Circumventing or manipulating our fees;
- Transferring your Fleet\$avings registration to another party;
- Using any viruses or any other technologies that may harm Fleet\$avings, or the interests or property of Fleet\$avings users; or

- Copying, modifying, or distributing content from the Fleet\$avings site, linked sites, or any copyrighted or trademarked materials.

e) **Links to Other Parties.** By accepting the Terms and Conditions, you agree that the links we provide to vendors may be governed by separate user agreements and/or privacy policies.

f) **Not Responsible for Goods and Services Vendors Offer.** You acknowledge that we post vendor information and links, and that you can contact us so that we can assist you in contacting vendors. Those vendors will then communicate with you, and may decide to sell goods and services to you, under terms you agree upon with vendors. We will not participate in your interactions with vendors, except to facilitate access to and/or introduce you such vendor. You acknowledge that we are not responsible for examining vendors, evaluating vendors, negotiating with vendors for you, warranting vendor offerings, or otherwise participating in the transaction between you and vendors. You acknowledge that we do not have or exercise control over vendors, including for example over the availability, quality, safety or legality of vendor goods or services, the truth or accuracy of the offers, or the quality of the goods or services vendors offer or provide, and you hereby agree to release us from any liability arising out of or relating to any of the foregoing. You agree that we do not assume any responsibility or liability for vendor actions, products, services or content and hereby agree to indemnify and hold us harmless from the same.

g) **Monitoring of the Terms and Conditions.** Fleet\$avings has the right, but not the obligation, to monitor the content of this website, to determine compliance with these Terms and Conditions and any other operating rules established by Fleet\$avings. Fleet\$avings has the right in our sole discretion to edit, refuse to post, or remove any material.

2) **CONSENT FOR ELECTRONIC SIGNATURES, RECORDS, AND DISCLOSURES.**

a) **Introduction.** By Clicking “AGREE” below, you are registering to use our website and services. Fleet\$avings can only give you the benefits of our on-line service(s) by conducting our business through the Internet. To do this, we ask that you consent to the use and acceptance of electronic signatures, electronic records, and, the use of electronic disclosures (“**Your Consent**”). By clicking “AGREE” below, you acknowledge that you have reviewed this information concerning your rights when receiving legally required disclosures, notices and information from Fleet\$avings. By clicking on the “AGREE” button below, you acknowledge receipt of this information and consent to the use of electronic signatures, records, and disclosures. Additionally, by clicking on the “AGREE” button below you consent to conduct transactions with Fleet\$avings by use of electronic disclosures, electronic records, and contract documents (“**Disclosures**”).

b) Option for Paper or Non-Electronic Records. You may request a paper copy of any Disclosures with Fleet\$avings by logging into the website and printing a paper copy or by sending us your written request by mail to the address we provide below, in the paragraph addressing Contact Information. Please include the details of such request. Paper copies requested by mail, will be provided to you at no charge. Fleet\$avings shall retain all Disclosures as required by applicable law.

c) Consent to Electronic Transactions. Before you decide to transact electronically with Fleet\$avings, you should consider whether you have the required hardware and software capabilities described below.

d) Scope of Consent. Your Consent and our agreement to conduct transactions electronically apply to all transactions between you and Fleet\$avings. By exercising Your Consent, Fleet\$avings may elect to conduct this transaction and any future transactions with you electronically.

e) Hardware and Software Requirements. To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: A PC or MAC compatible computer or other device capable of accessing the Internet and an Internet Browser software program that supports at least 128 bit encryption, such as Microsoft® Internet Explorer, Netscape ® or Mozilla Firefox®. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader Xpdf ®and Foxit®. If at any time during this transaction these requirements change in a way that creates a material risk that you may not be able to receive Disclosures electronically, Fleet\$avings will notify you of these changes. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain a copy of the Disclosures for future reference. For questions regarding the hardware and software requirements, you may send us your written questions by mail to the address we provide below, in the paragraph addressing Contact Information with the details of such question. To confirm that you can access electronic signatures, records, and disclosures in HTML format, click [here](#). To confirm that you can access electronic records of documents in PDF format, click [here](#).

f) Withdrawing Consent. You are free to withdraw Your Consent at any time and at no charge to you. If you do withdraw Your Consent before we register you, this will prevent you from obtaining our services online from Fleet\$avings. If at any time you wish to withdraw Your Consent, you can send us your written request by mail to the address we provide below, in the paragraph addressing Contact Information with the details of such request. If you decide to withdraw Your Consent, the legal effectiveness, validity, and/or enforceability of prior electronic Disclosures will not be affected.

g) Your Ability to Access Disclosures. BY CLICKING "AGREE," YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE. Once you have given Your Consent, these documents can be accessed by logging into our website.

h) Consent. BY CLICKING “AGREE,” YOU ACKNOWLEDGE THAT YOU HAVE READ THE INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH FLEET\$SAVINGS ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE ELECTRONIC RECORDS AND DISCLOSURES, WHICH FLEET\$SAVINGS WILL PROVIDE TO YOU AT NO CHARGE.

BY CLICKING "DO NOT AGREE," YOU ACKNOWLEDGE THAT YOU HAVE READ THE INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY AND DO NOT WISH TO USE ELECTRONIC SIGNATURES AND/OR CONDUCT THIS TRANSACTION ELECTRONICALLY. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO ELECTRONIC DISCLOSURES IS REQUIRED TO REGISTER ONLINE WITH FLEET\$SAVINGS.

3) PRIVACY POLICY PROVISIONS.

a) Scope. The Privacy Policy Provisions herein (“**Notice**”), covers Fleet\$avings as well as any affiliates we may organize in the future (collectively referred to in this Notice as the “**Fleet\$avings Family**”). We provide this Notice to explain our Privacy Policies, and how we protect information provided to us, including information you submitted with your company’s registration information. We maintain specific policies seeking to secure the privacy of information provided to us. This Notice also explains the type of information we collect and may share. Additionally, this Notice explains how you can prevent us from sharing certain information within the Fleet\$avings Family and with others. The information contained in this Notice applies if you provided information to us, and if your company is a current or former user of our services. For questions about our Privacy Policy, you can contact us at 1-800-264-0119 or [userservices@Fleet\\$avings.net](mailto:userservices@Fleet$avings.net).

b) Confidentiality of Customer Information.

We seek to maintain the security, confidentiality and privacy of information we receive. Our employees and others hired to work for us agree to adhere to our policies and procedures to reduce the risk of any misuse of information. We maintain physical, electronic, and procedural safeguards to guard information. We restrict employee access to information on a need-to-know basis.

c) We Collect Information Needed to Provide our Services and Administer our Business.

In the process of providing our services, we collect certain “**nonpublic personal information**” (information about you or your company that may not available publicly) from various sources, including the following:

- Information we receive on registration forms, surveys, or other forms (such as name, address, social security number, trucking related identifiers, assets and income, trucking information, etc.);
- Information about your company's transactions with us, affiliate companies within the FleetSavings Family, or others (account balance and payment history);
- Information we receive from a consumer reporting agency (creditworthiness and credit history); and
- Information we receive from vendors and other "**nonaffiliated third parties**" (those who may verify representations made to us).

d) We Carefully Limit and Control the Sharing of Information.

In order to protect customer privacy, we attempt to control the way we share information.

i) We May Share Certain Information Within the FleetSavings Family.

Affiliate companies within the FleetSavings Family who could receive information may include persons employed by an affiliate who field calls and emails to facilitate services from vendors such as financial service providers, card providers, fuel providers, tire providers, equipment providers, insurance providers, companies offering business management assistance, trucking/freight opportunity providers, and others, such as any company that may offer a product or service that we believe will be useful, helpful, or convenient to your company. We may share within the FleetSavings Family "experience" information, such as your account history and experiences with us. You cannot prevent us from sharing "experience" information within the FleetSavings Family. **Additionally, unless you tell us not to, we may also share "non-experience" information among the FleetSavings Family which includes:**

- Information you have given us as part of your registration, survey, or otherwise (such as assets and income);
- Information we have obtained from "nonaffiliated third parties" (such as trucking or employment history); and
- Information we have received from a consumer-reporting agency (such as credit history).

You can instruct us not to share "non-experience" information within the FleetSavings Family. To limit us from sharing such "non-experience" information within the FleetSavings Family, please complete the appropriate form provided below and mail it to us at the address indicated.

ii) We May Share "Nonpublic Personal Information" with "Nonaffiliated Third Parties."

We may disclose "nonpublic personal information" as permitted or required by a variety of federal and state laws, such as in response to a subpoena. **Additionally, unless you tell us not to, we may also elect to disclose to "nonaffiliated third parties" all of the "nonpublic personal information" that we collect as described above in Paragraph 3)c.** Nonaffiliated third parties and vendors who may receive your "nonpublic personal information" include financial service providers, card providers, fuel providers, tire providers, equipment providers, insurance providers, companies offering

business management assistance, trucking/freight opportunity providers, and others, such as any company that may offer a product or service that we believe will be useful, helpful, or convenient to your company. To limit us from sharing any such “nonpublic personal information” except as permitted by law, please complete the form provided below and mail it to us at the address indicated.

iii) You Cannot Opt-Out of Information Shared with Service Provider/Joint Marketing Companies.

We may disclose information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements, such as banks and bank processors. Your right to opt out as described below, does not apply to the disclosures described in this subsection.

e) You May Prevent us from Sharing Certain Information by Opting Out.

To Access this Opt-Out Notice on a Separate Screen, [Click Here](#)

Please read the choices below carefully. If you wish to limit our right to share certain information about you (other than disclosures permitted by law), please check either or both of the appropriate box(es):

- If you prefer that we not share “non-experience” information about you with future affiliates (companies within the Fleet\$avings Family), you may direct us not to share this information by checking the box **and** mailing this form to us at Fleet\$avings, P.O. Box 23968, Chattanooga, TN 37422, Attn: Opt-out; and/or
- If you prefer that we not share any “nonpublic personal information” about you with “nonaffiliated third parties” except as permitted by law, you may direct us not to share this information by checking the box **and** returning this form to us at Fleet\$avings, P.O. Box 23968, Chattanooga, TN 37422, Attn: Opt-out.

f) Your Choice to Limit Marketing.

To Access this Opt-Out Notice on a Separate Screen, [Click Here](#)

**Initial Opt-out Notice (Joint Notice)
Your Choice to Limit Marketing/Marketing Opt-out**

- The Fleet\$avings Family is providing this notice.
- You may limit some, but not all, marketing from the Fleet\$avings Family. This notice tells you about your choice to limit marketing from Covenant Transport Solutions, Inc. d/b/a Fleet\$avings companies.
 - You may limit the Fleet\$avings Family, such as Covenant Transport Solutions, Inc. d/b/a Fleet\$avings affiliates, from marketing their products or services to you based on information that they receive from other companies in the Fleet\$avings Family. This information includes income and account history.
 - Your choice to limit marketing offers from the Fleet\$avings Family will apply until you tell us to change your choice.

To limit marketing offers, contact us :

- **By mail:** check the box and complete the form below, and send the form to:

Fleet\$avings
P.O. Box 23968
Chattanooga, TN 37422
Attn: Opt-out

Do not allow any company in the Fleet\$avings Family group of companies to use my personal information to market to me.

If you have chosen any or all of the options above, your opt-out will apply to all services you receive from us, even if you become inactive. We will use our reasonable best efforts to implement your choice to opt-out of any or all of the above options in a timely manner, and you acknowledge that such implementation may take up to 6 – 8 weeks after we receive your notice. You may opt out at any time by signing and completing the fields below, and mailing this information to us at the address indicated below. You may also revoke your decision to opt-out at any time by mailing to us at the address indicated below verification of such decision.

Signed _____
Print Name _____
Address _____

City State Zip Code
Phone (_____) _____
Account No. _____
Date _____

MAILING ADDRESS:

Fleet\$avings
P.O. Box 23968
Chattanooga, TN 37422
Attn: Opt-out

4) REGISTRATION FEE, FEE WAIVER AND INQUIRIES.

If we decide to register you, then you agree to pay us the customary registration fee, in the amount of \$39.95. You authorize us to charge any card account you may obtain, for the amount of this fee. We may waive the \$39.95 fee, or charge and then re-credit any account for the amount of the fee, for any reason. You may contact us at any time to inquire about the fee.

5) WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.

a) Arbitration Generally. Arbitration is a process in which parties with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an “**arbitrator**”) for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision. **Pursuant to Section 5)j) below, you may choose to opt out of this Arbitration Provision by sending us written notice within thirty (30) calendar days from the date you click the “AGREE” button.** Unless you opt-out, we have a policy of arbitrating all disputes with users that cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

b) Disputes, Related Third Parties, and Representative Claims. For purposes of the Terms and Conditions, the words “**dispute**” and “**disputes**” are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Waiver of Jury Trial and Arbitration Provision (hereinafter the “**Arbitration Provision**”), the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Terms and Conditions (including the Arbitration Provision), the information you gave us before entering into the Terms and Conditions, including the registration information, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims against us; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as “**related third parties**”), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons or parties, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as “**Representative Claims**”); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information.

c) Waiver Acknowledgments. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**

- (b) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**
- (c) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

d) **Individual Basis.** Except as provided in Paragraph 5)g) below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

e) **Notice, Selection, Arbitration Rules.** Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.com>. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization, to the extent those rules and procedures do not contradict the Terms and Conditions, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

f) **Expenses.** Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("**Arbitration Fees**"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act ("FAA"), and applicable statutes of limitation, and shall honor

claims of privilege recognized at law. The arbitration hearing will be conducted in Hamilton County, Tennessee, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing Fleet\$avings for your portion of the Arbitration Fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

g) Small Claims Tribunal. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes in the county of your residence within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

h) Federal Arbitration Act Applies. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then Tennessee law will govern our agreement to arbitrate.

i) Heirs, Successors, Assigns; Survival; Written, Agreed Upon Modification. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits Fleet\$avings, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if any obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

j) OPT-OUT PROCESS. You may choose to opt out of this Arbitration Provision. You may only opt-out if you follow the process provided in this section. If you do not want this Arbitration Provision to apply, then you send written notice. You must send the notice within thirty (30) calendar days from the date you click the "AGREE" button. You must send the written notice to our address provided in the Contact Information paragraph below. Your written notice must state your name, address, transaction number, and date. The written notice must include a statement that you want to opt out of the Arbitration Provision. Your decision to opt out applies only to the Arbitration Provision to this transaction only. Your opt-out on this transaction will not apply to later transactions. Your decision to opt out on a later transaction will only apply to that particular transaction and no previous transactions.

6) **ADDITIONAL TERMS.**

a) **Release of Fleet\$avings Liability.** To the broadest extent possible, you hereby agree to release Fleet\$avings and any related third party from any disputes which may arise between or relate to you and any vendor. Your release covers all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. You acknowledge that Tennessee law governs the Terms and Conditions, and our relationship with you. If you are a California resident, then to the extent a tribunal with jurisdiction over any dispute renders a final non-appealable judgment indicating that California Civil Code §1542 applies to our relationship, then after exhausting all appellate remedies on such issue, to the extent allowed by law you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

b) **No Warranty.** TO THE BROADEST EXTENT ALLOWED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT FLEET\$AVINGS PROVIDES ITS WEB SITE AND SERVICES 'AS IS' AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. FLEET\$AVINGS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Applicable law may restrict or limit the exclusion of implied warranties.

c) **Liability Limit.** IN NO EVENT WILL FLEET\$AVINGS OR ANY RELATED THIRD PARTY BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FLEET\$AVINGS SITE, ITS SERVICES OR THE TERMS AND CONDITIONS (HOWEVER ARISING, INCLUDING NEGLIGENCE).

NEITHER FLEET\$AVINGS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS WEBSITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THIS WEBSITE. Without limiting the foregoing, neither Fleet\$avings nor any other party involved in creating, producing or delivering this website shall be liable for any damage to your computer equipment or other property, or for any viruses that may infect your computer equipment or other property.

d) **Indemnity.** You agree to indemnify and hold us and related third parties harmless from any claim or demand, including those for attorneys' fees, which may arise from any non-party due to or arising out of your actions, inactions, breach of the Terms

and Conditions, your alleged violation of any law, or alleged violation of the rights of a third party.

e) **Reasonable Efforts**. Fleet\$avings makes no representations regarding the use or results of any content on this website with respect to its accuracy, reliability or any other matter.

f) **Legal Compliance**. You and we agree to comply with all applicable laws, statutes, ordinances and regulations.

g) **Reservation and Non-Waiver of Our Rights**. All rights not expressly granted herein are hereby reserved. You agree that our failure to enforce any rights under the Terms and Conditions or applicable law cannot be construed as a waiver of our rights in any way.

h) **Copyright, Trademark and Related Issues**. The trademarks, titles, characters, trade names, graphics, designs and other properties appearing on this website are protected intellectual properties that are owned by Fleet\$avings or its affiliates, or by third parties who have authorized use of such properties on this website. Nothing contained on this website confers any right under any trademark, copyright or other intellectual property right, except as expressly provided on this website.

i) **Linking**. This website contains links to websites maintained by third parties. Fleet\$avings is not responsible for the content, services, products, or the privacy policies of those websites. You should not consider the existence of such links as an endorsement or recommendation of those websites or of any party who is associated with those websites.

j) **Damage to Website**. Any attempt by any person to deliberately damage this website is a violation of criminal and civil laws. Fleet\$avings reserves the right to seek damages from any such person to the fullest extent permitted by law.

i) **Use of website**. Fleet\$avings authorizes you to view and make copies of documents, pages, images or other materials or content on this website to keep for your records only. We reserve all other rights. You may not distribute, display, transmit, or disseminate any such documents, pages, images, materials, or content without the prior written consent of Fleet\$avings.

k) **Improper Use**. You agree not to post or transmit through this website or any related email address, any improper material. This includes material violating or infringing on the rights of others, encouraging or promoting the use of illegal substances or activities, or posting or transmitting any material which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, bigoted or hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, gives rise to civil or criminal liability or otherwise violates any applicable law. You may not engage in any activity on this website that restricts or

inhibits any other user from using or enjoying this website by "hacking", "cracking", "spoofing", or defacing any portions of this website.

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n) Information and Press Releases.

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o) Suspending or Terminating Our Services. Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to our services or otherwise refuse to provide our services to you if: (a) you breach the Terms and Conditions or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, other users, or us.

p) No Agency. You and Fleet\$avings are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms and Conditions.

q) Global Availability, Governing Law, Conflicts of Law, Forum, Venue, and Jurisdiction.

i) Our Location and Other Jurisdictions. Fleet\$avings controls this website and offers its services, from its Chattanooga, TN, USA offices. Fleet\$avings websites or services may be administered and operated from various locations inside and outside the United States. In offering our services, this website and the website content, we are not distributing or soliciting any person to use the website or content in jurisdictions where applicable law prohibits providing the website or content.

ii) Your Consent to Tennessee Law. SUBJECT TO THE LIMITATIONS PROVIDED IN THE ARBITRATION PROVISION, BY ACCESSING THIS WEB SITE YOU AND WE AGREE THAT TENNESSEE LAW GOVERNS OUR RELATIONSHIP WITH YOU, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

iii) Your Consent to Jurisdiction and Venue in Hamilton County, Tennessee. SUBJECT TO THE LIMITATIONS PROVIDED IN THE ARBITRATION PROVISION, YOU AND WE AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE CIRCUIT COURT OF HAMILTON COUNTY AND THE UNITED STATES FEDERAL DISTRICT COURT, EASTERN DISTRICT OF TENNESSEE. SUBJECT TO THE LIMITATIONS PROVIDED IN THE ARBITRATION PROVISION, SUCH COURTS OF GENERAL JURISDICTION WILL BE THE EXCLUSIVE VENUE FOR LITIGATING DISPUTES CONCERNING YOU AND US.

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r) Contact Information, User Name, and Unauthorized Use.

You should keep us informed of any change in your electronic address or mailing address. You may update such information by sending us your written update by mail to the address we provide below, in the paragraph addressing Contact Information with the details of such update.

You may be asked to select a user name and password. You agree to (i) provide Fleet\$avings with accurate, complete and up to date information; (ii) update your information regularly to keep it accurate, current and complete; and (iii) comply with these Terms and Conditions. Failure to provide and update us with accurate information

constitutes a breach, which may result in immediate termination of your right to access our services or this website.

If we ask you to provide a user name, you may not select a user name that impersonates someone else, is or may be illegal, or may be protected by trademark or other proprietary rights, is vulgar or offensive or may cause confusion. Fleet\$avings reserves the right to reject any user name in our sole discretion. You agree not to sell or transfer your use of or access to this website or permit anyone else to use this website through your user name or password. You are responsible for maintaining your confidentiality.

You agree to immediately notify Fleet\$avings of any unauthorized use or any other breach of security. Fleet\$avings will not be liable for any loss you incur because someone else uses your user name without your permission due to your negligence, recklessness, action, or inaction.

If you have any questions or seek to contact us, you agree to contact us at the following address, telephone number, or email address:

Address: Fleet\$avings
P.O. Box 23968
Chattanooga, TN 37422
Telephone number: 1-800-264-0119
Email: [userservices@Fleet\\$avings.net](mailto:userservices@Fleet$avings.net)

You agree to contact us to provide us any corrected, changed, or updated information, within a reasonable time.

Any notices to us shall be given by postal mail or certified mail, postage prepaid and return receipt requested, to the address we provide above. We will provide notices to you, to the address you provided at the time of registration, or any updated address provided to us in accordance with the Terms and Conditions. In each such case, notice shall be deemed given 3 days after the date of mailing. You also agree to contact us with any requests regarding your registration information, future communications, or to discontinue our service.

s) **Severability.** You and we agree that subject to the limitations in the Arbitration Provision, if any provision of the Terms and Conditions is found by a tribunal of competent jurisdiction to be legally invalid or unenforceable, then: (1) the validity and enforceability of the remainder of the Terms and Conditions shall not be affected; (2) such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law; and (3) such provision shall be valid and enforced in its modified form.

t) **Other Materials or Websites.**

i) Previous Materials, Websites, Agreements. The Terms and Conditions supersede any previous provisions, terms, policies, disclosures, notices, or agreements to which you and Fleet\$avings agreed. The Terms and Conditions will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Terms and Conditions.

ii) Modification. Fleet\$avings reserves the right to modify these Terms and Conditions from time to time.

iii) Later Materials, Websites, Agreements. Certain sections or pages on our website, or certain materials you receive may contain updated provisions, terms, policies, disclosures, notices, or agreements. You agree using our services or website constitutes your acceptance of any such provisions, terms, policies, disclosures, notices, or agreements. If a tribunal determines that a conflict exists between the Terms and Conditions provided here, and any later provisions, terms, policies, disclosures, notices, or agreements, then the information we later provide will supersede the conflicting provision provided earlier.

u) Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

v) You Have Read All Information Before Agreeing. By agreeing to these Terms and Conditions, you are agreeing that before you register with Fleet\$avings, you read and accepted the Terms and Conditions. You agree that you had the ability to access, read and ask questions regarding these Terms and Conditions.

w) Effectiveness. The Terms and Conditions are effective until we terminate the Terms and Conditions. We may terminate at any time without notice. We may suspend or terminate your access and use of the website or our services at any time, with or without cause, in our absolute discretion and without notice. The following sections shall survive termination: Not Responsible for Goods and Services Vendors Offer; all sections of the Waiver of Jury Trial and Arbitration Provision unless you have opted out according to the limitations therein; Release of Fleet\$avings Liability; No Warranty; Liability Limit; Indemnity; Legal Compliance; Reservation and Non-Waiver of our Rights; Copyright, Trademark, and Related Issues; Linking; Damage to Website; Improper Use; Rights in Content; Securities Laws; Information and Press Releases; No Agency; Global Availability, Governing Law, Conflicts of Law, Forum, Venue, and Jurisdiction; Contact Information, User Name, and Unauthorized Use; Severability; Other Materials or Websites; You Have Read All Information Before Agreement; Termination and Suspension; and any other provision that by its terms survives termination of your use or access to the website.

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