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**Pilot** FLYING J



## **Terms and Conditions of Pilot Flying J Good Sam RV PLUS Card Program:**

PLEASE KEEP THIS LETTER FOR YOUR RECORDS

- This Terms and Conditions Agreement ("Agreement") forms a legally binding contract between you and Pilot Travel Centers LLC and SFJ Inc. (jointly "PFJ") in relation to your use of the Pilot Flying J Good Sam RV PLUS Card (the "Card").
- By submitting an Application for the Card, you affirm the following:
  - You affirm that everything stated in your application is true and complete, and that you are at least 18 years of age.
  - You authorize PFJ to use the information in your application, and any other information we or our affiliates have about you, to determine your ability to pay, as required by Federal law.
  - You authorize PFJ to obtain your credit report(s), employment history, and any other information in order to approve or decline your application, service your account, and/or manage our relationship with you.
  - You consent to PFJ's sharing of information about you and your account with the organization, if any, endorsing this credit card program. You authorize PFJ to share with others, to the extent permitted by law, such information and our credit experience with you. In addition, you may as a customer later indicate a preference to exempt your account from some of the information-sharing with other companies ("opt-out").
  - You consent to and authorize us, any of our affiliates, or our marketing associates to monitor and/or record any of your phone conversations with any of our representatives.
- All credit limits are based on the form of payment agreed upon between you and PFJ, in writing, and you will be notified of your limit once you are approved for the Card. If you wish to change your form of payment after your Card has been issued, please call 1-855-478-7587. Please note, changing your form of payment may result in a change in your credit limit. Further, you understand that no portion of your credit limit will be available for cash advances.
- Your payment is due within fifteen (15) calendar days of the invoice date each month. Please pay the total balance due from your monthly billing statement. If you reach your credit limit before the due date your account will be placed on hold and your Card(s) will not process until payment is received. You can make payments online, through auto draft, or through an active checking account. You will be charged the price of all fuel purchased on the Card at the advertised price or any promotional price that PFJ agrees to in writing with Good Sam, plus all applicable government taxes and charges. Where the Card is applied for in the names of two (2) or more individuals, each such individual shall be jointly and severally liable for all purchases made with any such Card.
- A late charge of 1½ % per month (or the maximum amount allowable by law, whichever is less) will be assessed on any outstanding balance if your payment is not received within fifteen (15) calendar days of the invoice date each month. All accounts not paid within said fifteen (15) days of the invoice date will automatically be shut-off until all past due amounts, including late charges, are paid in full and current. In addition, PFJ reserves the right to charge a \$25 fee for any insufficient funds.

- The Card remains the property of PFJ and may be cancelled or repossessed at any time.
- We only provide copies of missing receipts in cases of billing errors. There is a \$5.00 per ticket charge to replace missing or lost tickets.
- It is the Customer's responsibility to keep track of your active Card and all transactions made using your Card. You are to notify PFJ within five (5) business days if you have lost your Card. If you first notify PFJ by calling the number listed below, you must follow up with a confirmation letter within two (2) days of such call sent to Pilot Travel Centers LLC, 5508 Lonas Drive, Knoxville, Tennessee 37909 Attn: RV Plus. If you do not notify PFJ of this information, it will be assumed that the person in possession of the Card has your consent and authorization to use the Card. Report Lost or Stolen Cards Immediately! Call 855-478-7587.
- **Billing Rights Summary.** In case of errors or questions about your bill or if you need more information about a transaction on your bill, write us on a separate sheet of paper at Pilot Travel Centers LLC (or SFJ Inc. for all Canadian customers), Attention: RV PLUS Cards, 5500 Lonas Drive, Suite 210, Knoxville, Tennessee 37909, as soon as possible. We must hear from you no later than sixty (60) days after the original invoice date on the original invoice on which the error or problem appeared. You waive any rights to recovery if your fail to notify PFJ within the 60 days. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:
  - a. Your name and account number
  - b. The dollar amount of the suspected error and the transaction date related thereto
  - c. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question and these undisputed portions must be paid before the due date. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.
- This Agreement, together with the terms and conditions incorporated or referred to herein, constitutes the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter.
- This Agreement and your access to and use of the Card are governed by, subject to and construed in accordance with the laws of the State of Tennessee (or the Province of Ontario for Canadian customers), without regard to its conflict of laws provisions. The Convention for the International Sale of Goods shall not apply. You agree to submit all disputes between you and PFJ to the exclusive jurisdiction of the state, provincial and federal courts located in Knox County, Tennessee (or in the Province of Ontario, for Canadian customers, where enforceable).
- **BY YOUR USE OF THE CARD, YOU HEREBY IRREVOCABLY WAIVE IN THE UNITED STATES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). BY YOUR USE OF THE CARD, YOU ALSO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST PFJ FOR CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). SOME JURISDICTIONS DO NOT ALLOW WAIVER OF THE RIGHT TO A JURY TRIAL, SO THE ABOVE WAIVER MAY NOT APPLY TO YOU.**
- **TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE CARD IS PROVIDED "AS IS" "WHERE IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, PFJ AND PFJ'S AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES THAT THE CARD IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, ACCURATE AND NON-INFRINGEMENT. YOU ASSUME THE ENTIRE RISK AS TO**

SELECTING THE CARD FOR YOUR PURPOSES. PFJ AND PFJ'S AFFILIATES DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE CARD, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY THE CARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE CARD OR SERVICES WILL BE UNINTERRUPTED, OR THAT DEFECTS IN THE CARD OR PFJ SERVICES WILL BE CORRECT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PFJ SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

- YOU EXPRESSLY UNDERSTAND AND AGREE THAT PFJ, ITS SUBSIDIARIES AND AFFILIATES, SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY IDENTITY THEFT, WHETHER OR NOT PFJ OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
- You agree that PFJ may collect and use data and related information, including but not limited to information about your purchases, application and payments. PFJ may use this information for any lawful purpose, as long as it does not sell this information to any third party.
- Because of changes in PFJ's reward programs and the growth and development of PFJ's business, or for other business reasons, PFJ may need to modify this Agreement from time to time. If PFJ modifies this Agreement, any modifications will become effective immediately upon the posting of the revised copy of this Agreement on its website. You may or may not receive notice of any modifications, and it is your responsibility to check the website for any modifications periodically. Use of the Card after new terms and conditions have been posted will be considered acceptance of the new terms and conditions.
- If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- **FOR QUEBEC RESIDENTS:** Customer and SFJ hereby acknowledge that for all Quebec residents, this document has been drafted in the English language only, at Customer's request. In addition, the parties agree that all invoices sent pursuant to this agreement shall be in English and agree to waive any requirement, defense, law or ordinance that the invoices generated pursuant to this agreement must be in French. **Le client et les SFJ reconnaissent par ceci cela pour tous les résidents du Québec, ce document a été rédigé dans l'anglais seulement, à la demande du client. En outre, les parties conviennent que toutes les factures envoyées conformément à cet accord seront en anglais et accepteront d'écarter n'importe quelle condition, défense, loi ou ordonnance qui les factures produites conformément à cet accord doivent être en français.**
- **CURRENCY EXCHANGE-** You agree that all indebtedness incurred through use of the Card in the United States or Canada to purchase goods or services or to otherwise obtain funds in a currency other than the currency in which your Card is issued will be converted to the currency in which your Card is issued. The currency conversion rate used by us to determine the transaction amount is generally the daily noon exchange rate for conversion of Canadian dollars to U.S. dollars, or U.S. dollars to Canadian dollars, as **applicable, as posted by the Bank of Canada each business day, plus two currency basis points.** We may use either a government-mandated rate or a wholesale rate determined by us for the processing cycle in which the transaction is processed. The currency conversion rate we use on the processing date may differ from the rate that would have been used on the purchase date or your statement posting date.
- The USA PATRIOT Act is a Federal law that requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. You will be asked to provide your name, address, date of birth and other information that will allow us to identify you. We may also ask you to provide identifying documentation.
- You agree to the terms of our privacy policy, which can be reviewed here: <https://pilotflyingj.com/privacy-policy/>.

**Any form of payment that you send us for less than the full balance due that is marked "paid in full" or**

contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to us in writing (please see above) and a copy also sent to the PFJ Legal Department at 5508 Lonas Drive, Knoxville, Tennessee 37909, Attn: Legal Department. We reserve all our rights regarding these payments. We may refuse to accept any such payment by returning it to you, not cashing it or destroying it.

**TO REPORT A LOST OR STOLEN CARD or to request an additional card, call 855-478-7587.**

**Please have your account number available.**