

AtoB Perks Incentive Program

To be eligible to participate in the **AtoB Perks Incentive Program** (the “**Program**”), each participating customer entity (the “**Company**” or “**You**”) agrees to the following Program rules (“**Program Rules**”) as a condition of eligibility to receive the Program benefits (“**Program Perks**”) as further described below:

- AtoB makes available Program Perks to You based on an agreement entered into between AtoB and third party participants (“**Participants**”) who offer discounts on certain goods or services. Participants generally offer their customers.
- A current list of AtoB Program Participants is available here: <https://www.atob.com/perks>. AtoB may update this list at any time with or without notice to You. We suggest You check this website page from time to time to see our current Program Perk offers.
- AtoB reserves the right to suspend, modify, update or terminate the Program entirely, at any time, with or without notice, at its sole and exclusive discretion. AtoB will endeavor to provide You email notice of material Program changes, but we will have no liability to You if we fail to provide such notice.
- The Program Perks will be available only to active AtoB customers who receive electronic email invitations from AtoB for as long as AtoB makes the Program generally available to its customers (the “**Program Term**”). Only active AtoB customers using “**Flex**” or “**Unlimited**” Fuel Cards that are not suspended, and which do not have an outstanding and unpaid balance, are eligible to participate in the Program.
- Your participation in the Program is subject to all of the terms and conditions contained in herein, and You also agree to comply at all times with the posted AtoB [Terms of Service](#) and [Privacy Policy](#).
- During the Program Term, Company must meet and maintain all eligibility requirements described in these Program Rules, including engaging in continuous use of the AtoB Services (as defined in the Terms of Service), and any failure to comply with these requirements may disqualify You from eligibility to receive a Program Perk.
- Certain Program Perks require You to pay for the Participant good or service using the AtoB Fuel Card, in which case only those AtoB customers with active AtoB Fuel Cards are entitled to receive the specific Program Perk. In certain instances, your AtoB Fuel Card is required to initiate the Program Perk using a discount code through the AtoB Fuel Card provided by the Participant.
- You are not generally subject to any quantitative limitations involving the number of Program Perks You (and your employees) may obtain during the Program Term. Participants reserve the right to impose reasonable limitations at their sole discretion. Neither AtoB or Participants assume any responsibility for shortages or supply chain limitations involving Program Perks including all goods and services offered under the Program. Your ability to receive a Program Perk is solely limited to supply on hand, and reasonable supply and capacity limitations of each Participant.
- You, on behalf of the Company, do authorize AtoB to collect personal data about drivers or other representatives of the Company who wish to obtain Program Perks in order to administer, operate and manage the Program, including the right and ability to share your personal information with Participants.
- Any use or access of a Participant’s website including to redeem Program Perk discounts is subject to the Participant’s terms of use and privacy policies which may differ from AtoB’s comparable

terms and policies. AtoB shall have no liability to You for your failure to comply with a Participant's terms of use and privacy policy.

- AtoB expressly disclaims any and all liabilities in connection with Your participation in the Program, and any AtoB Services offered in connection with the Program are provided "AS-IS" and exclude all express or implied warranties, including implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- AtoB does not warrant that Company's use of the AtoB Services, including the AtoB Fuel Card, will be uninterrupted or error-free. AtoB will not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of AtoB.
- AtoB expressly disclaims any liability for your use or purchase of a Participant's goods or services. You acknowledge and agree that your sole legal recourse for any defective service, or a warranty or any other claim for a defective good, is against the Participant, and You agree to indemnify, defend and hold AtoB harmless against any and all claims for damages made by a Participant against You in connection with your participation in the Program. AtoB has no obligation to mediate or assist You with any dispute that may arise between You and a Participant.
- The Program and eligible Program Perks are void where prohibited, and certain Program Perks are only offered in specific geographic locations in the continental United States where a Participant maintains facilities and business operations.
- You cannot exchange or redeem the Program Perks for a cash value, and, You cannot combine a Program Perks with a discount offered by the Participant, unless a Participant expressly permits a combination under its own discounting policies relating to the specific good or service available to You under the Program.
- AtoB shall have no liability to you or to any third party for any indirect, consequential, punitive or exemplary damages resulting from your participation in the Program, and AtoB's sole liability to you for any kind of damage under the Program is limited to **US\$10.00**. Any disputes between us under this Program shall be subject to the laws of the State of California (excluding its conflicts of laws principles), and You expressly agree to accept the exclusive jurisdiction of the state of federal courts located in City and County of San Francisco, California.