

Please read these terms and conditions ("Terms and Conditions") carefully before using the F.E. PERKS® card and/or the related F.E. PERKS® website.

Family Express Corporation ("Family Express" or the "Company") provides the materials contained on this website on the Worldwide Web (the "Website") as a service to our customers and visitors. All visitors to the Website must adhere to the following Terms and Conditions ("Terms and Conditions"). By accessing the Website and any of its pages, you indicate your acknowledgment and acceptance, without limitation or qualification, of the Terms and Conditions set forth below, as may be amended from time to time. These Terms and Conditions may be amended at any time by updating this posting, which revisions will be binding upon all users and visitors to the Website. You should therefore visit this posting to review these Terms and Conditions from time to time as you visit the Website. For purposes of these Terms and Conditions, references to Family Express include its affiliates, directors, and employees.

By participating in the F.E. PERKS® program and/or using the Website, you represent and warrant that you are at least thirteen (13) years old and that you agree to all of the terms and conditions set forth herein. You shall not use, access, or modify this Website, any of its content or any of the information or data transmitted through the Web Site for any purpose or in any manner not expressly authorized by these Terms and Conditions. Family Express reserves the right to pursue any and all civil and criminal remedies for any breach of the warranties contained herein. Family Express does not seek to gather personal information from or about persons under the age of 13 through the Website and persons under the age of 13 are not permitted to provide personal information to Family Express through the Website without the written consent and direct involvement of a parent or guardian.

PRIVACY

Family Express collects information from users and relating to user activity through a user's navigation and the use of tools and functions available on the Website. This information is used to understand and analyze user's responses, needs and preferences, and to develop, enhance, market and/or provide products and services to meet those needs. For information regarding how your information is collected and how that information and the information you provide to us is used, please visit our privacy policy at www.feperks.com/privacypolicy, which is expressly incorporated into these Terms and Conditions.

LAWS AND REGULATIONS

User access to and use of the Website is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of this system is prohibited, and violators can be prosecuted under federal and state law. United States Federal and Indiana state law will govern the interpretation and enforcement of these Terms and Conditions.

RULES AND CONDUCT

You agree not to use the Website to: a) post, transmit, link to, or otherwise distribute any information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Website in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Website or the Internet; b) defame, abuse, stalk, harass or threaten any other person or violate the legal rights of any other person, including rights relating to privacy and publicity; c) post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information; d) post, transmit, link to, or otherwise distribute any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component; e) upload, post, publish, transmit, reproduce, link to or otherwise distribute in any way, information, software or other material obtained through the Website or the Service, or any derivative work thereof, which is protected by copyright, or any other intellectual property right, without obtaining permission of the copyright owner or rightholder; f) impersonate or falsely represent your association with any person; or g) use, reproduce, sell, resell or otherwise exploit the Website or the Service for any commercial purposes.

COPYRIGHT AND TRADEMARK INFORMATION

The information contained at the Website, including but not limited to text and images herein (other than certain images licensed from third parties) and their arrangement are subject to copyright rights of Family Express and/or its licensors. Certain information is copyright[®]2005/2006 by MetroSplash Systems Group, Inc. ("MetroSplash"). All rights reserved.

F.E. PERKS[®] and its logo are trademarks of FAMILY EXPRESS CORPORATION. Nothing contained at this Website shall be construed as granting by implication, estoppel, or otherwise any license or right under any patent, trademark, copyright, or proprietary rights of Family Express or of any third party.

CARDHOLDER INFORMATION

Welcome to F.E. PERKS[®] Cardholder tools, for use with cards issued by Family Express. At this Website, we hope you will find everything you need as a Cardholder. After you login and register, you will be able to view many useful tools in the Your Account portion of the F.E. PERKS[®] Website, such as your card balance, your transaction history, and your personal profile. Please be sure to update all your member information to be assured your Perks and program participation will always be current. If you have any questions please visit the FAQ section of Cardholder Tools.

Use of the F.E. PERKS[®] card confirms, by your action, your agreement that you have received, understood and accepted these Terms and Conditions as written here. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. This card is a reward collection card, so when you present the card at participating retailers/merchants, including online merchants, rather than receiving coupons or accumulating points/miles, additional cash Perks, gas discounts may be earned and

stored on your F.E. PERKS[®] card for future use.

PROTECT THIS CARD AND TREAT IT AS YOU WOULD CASH

Card Issuance/registration

You may obtain a F.E. PERKS[®] card from any FAMILY EXPRESS CORPORATION location. You may register your F.E. PERKS[®] card at the F.E. PERKS[®] Website and provide your personal information. You must notify the Company of any changes to your personal information. Cardholders must be at least 13 years of age and the holder of a valid driver's license, except when listed on the F.E. PERKS[®] account of their parent or legal guardian and the Cardholder acknowledges that a younger child may redeem Perks.

Family Express or its third party service providers will maintain records of your F.E. PERKS[®] Perks account balance and authorize its redemption when you use the card. Registration allows your account to be managed. Registration also allows that your card account balance can be fully protected. If your registered card is lost, stolen, damaged or destroyed, you must notify Family Express of that occurrence. The amount of your cash Perks account balance presently available at the time of receipt of the notice by FAMILY EXPRESS CORPORATION will be protected. Reductions in the account balance prior to receipt by Family Express of notice that a card has been lost, stolen, damaged or destroyed are the responsibility of the Cardholder, and Family Express shall not be responsible for lost or stolen cards, nor for any lost or used **Rewards**. A non-registered card, however, is essentially a gift card; therefore, if it is lost, stolen, damaged or destroyed before you have registered it, the cash value of the card account balance will be forfeited. Similarly, if a non-registered card is used without your permission, you will not be reimbursed for such unauthorized use.

EARNING PERKS

F.E. PERKS[®] is a unique reward program which lets you earn cents per gallon discounts to purchase gasoline. Perks may be earned on all qualifying purchases of goods and services from FAMILY EXPRESS CORPORATION and certain online retail outlets. Merchants who are participating in the F.E. PERKS[®] Program may change from time to time. The promotional programs utilized by participating merchants for earning specific Cash Perks may also change. Any specific F.E. PERKS[®] from a Sponsor may have an expiration date associated with it, based on the terms of each promotion. When a Sponsor ceases to participate in the F.E. PERKS[®] Program, Family Express will cease recording Perks previously associated with the withdrawing Sponsor.

Family Express calculates the appropriate F.E. PERKS[®] when you make a qualified purchase and automatically adds the Perks to your F.E. PERKS[®] card account balance. If you have any dispute about the use of your card, calculation of F.E. Perks, or the account balance, MetroSplash or FAMILY EXPRESS CORPORATION must be notified in writing by the date specified on your Account Summary. Otherwise,

that Account Summary will be deemed to be correct and binding on you, the Cardholder. MetroSplash's and/or FAMILY EXPRESS CORPORATION's decision in resolving any such dispute is final and binding.

F.E. PERKS[®] can only be earned, held, redeemed or transferred as set out in these Terms and Conditions. Any other use, award, sale, or exchange of discount Perks, or attempt to do so, is a material breach of these Terms and Conditions. Any claimed Perks not earned and held in accordance with these Terms and Conditions will be invalid and cannot be redeemed. A violation of these Terms and Conditions may result in the voiding of any Perks account balance or other appropriate action.

Redemptions

The Cardholder presents the F.E. PERKS[®] card at the time of payment of a purchase of gasoline at any FAMILY EXPRESS location. The merchant swipes the card through its POS terminal for authorization and transmission of transaction data on the MetroSplash host platform. The card's magnetic stripe identifies the card number and available account balance for the purchase. Once the transaction is authorized, upon election by the Cardholder to redeem available Perks, the total amount owed is calculated by subtracting from the total gasoline purchase price the available discounts in cents per gallon. The entire Perks will be consumed unless the amount of Perks exceeds the retail price of gasoline. If redeemed Perks cover the entire cost of a gasoline purchase, pumps may still reflect \$0.01 due.

DISCLAIMERS

INFORMATION ON CHILDREN. Family Express does not market to or seek to gather personal information from or about persons under the age of 13 through the Website. Persons under the age of 13 are hereby restricted from providing or otherwise disclosing personal information to Family Express through the Website without the written consent and direct involvement of such person's parent or guardian.

NO F.E. PERKS[®] MAY BE REDEEMED UNTIL THEY HAVE BEEN CREDITED TO THE CARDHOLDER'S ACCOUNT. A CONDITION PRECEDENT FOR ALL F.E. PERKS[®] IS THE RECEIPT BY METROSPLASH OF SETTLEMENT PAYMENTS FROM THE SPONSORING BUSINESS RESPONSIBLE FOR THE SPECIFIC REWARD. SPECIFIC F.E. PERKS[®] MAY EXPIRE UNDER THE TERMS OF THE PROMOTIONAL PROGRAMS ESTABLISHED BY EACH SPONSORING BUSINESS.

Transactions upon which F.E. Perks are earned or redeemed are made directly with a relevant Sponsor, and Family Express has no responsibility for the design, delivery, use, standard, or quality of any goods or services sold by participating businesses or otherwise through the use of the F.E. PERKS[®] program. These transactions and all F.E. PERKS[®] are subject to all applicable legal rules and the terms and conditions set by the Sponsor. When F.E. PERKS[®] are redeemed, Family Express acts as an account balance recording intermediary between you (the Cardholder) and the relevant Sponsor, and the Company uses commercially reasonable methods to

maintain account balance data so that Cardholders receive access to all appropriate F.E. PERKS[®].

LIMITATION OF LIABILITIES AND WARRANTIES

INFORMATION ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The information contained at the Website may include technical inaccuracies or typographical errors. FAMILY EXPRESS CORPORATION from time to time amends, changes, deletes, adds, updates, or alters without notice the information contained at the Website, including references to and information about the products and services described at the Website. FAMILY EXPRESS CORPORATION assumes no liability for any errors or omissions in the information contained at the Website and expressly disclaims any responsibility to update the information contained at the Website.

You acknowledge that this Website and the F.E. PERKS[®] program are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties, representations or conditions of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, or non-infringement. We make no warranties as to the operation of this Website or that the information, content, materials, or products included on the Website will be provided on an uninterrupted, timely, secure or error-free basis, that the F.E. PERKS[®] program or the results derived therefrom will meet your requirements or expectations, or that the Website or the F.E. PERKS[®] program, including any content, information, or products obtained from or through the use of the Website, its servers, or e-mail or other communications sent from Family Express are free of viruses or other harmful components. You expressly agree that use of this Website and the F.E. PERKS[®] program is at your sole risk. IN NO EVENT SHALL FAMILY EXPRESS CORPORATION OR METROSPLASH BE LIABLE FOR ANY PUNITIVE, SPECIAL, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, STATUTORY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS, CORRUPTION OR EXPOSURE OF DATA, OR LOST PROFITS OR OPPORTUNITY (WHETHER OR NOT ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSSES), WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT AND TORT ACTIONS (INCLUDING LIBEL AND SLANDER), ARISING OUT OF OR IN CONNECTION WITH THE USE, COPYING, OR DISPLAY OF, OR THE INTERACTION OR ANY FORM OF COMMUNICATION WITH, THE WEBSITE AND THE INFORMATION CONTAINED AT THE WEBSITE (INCLUDING VIA COMPUTER VIRUSES OR ANY OTHER FORM OF SOFTWARE.

FAMILY EXPRESS CORPORATION will only be liable to a Cardholder who suffers a loss of an account balance as a result of FAMILY EXPRESS CORPORATION's failure to comply with these Terms and Conditions; and, in the event of such failure, FAMILY EXPRESS CORPORATION's sole liability and responsibility, and your sole remedy

under any theory of law, will be for Family Express to correct or have corrected the relevant F.E. PERKS[®] account balance.

ACCOUNT CLOSURE

A Cardholder may elect to close his/her F.E. PERKS[®] account at any time by notifying FAMILY EXPRESS CORPORATION. Upon closure, any rights to redeem Perks from that account are lost. F.E. PERKS[®] cards are the property of FAMILY EXPRESS CORPORATION and must be returned to FAMILY EXPRESS CORPORATION upon request or destroyed when no longer valid for use. FAMILY EXPRESS CORPORATION may elect to terminate or cancel the F.E. PERKS[®] program at any time, in its sole discretion, without notice to you, and FAMILY EXPRESS CORPORATION shall not be responsible for any unused outstanding balances of **Rewards** upon such termination or cancellation.

MODIFICATIONS OF TERMS AND CONDITIONS

FAMILY EXPRESS CORPORATION reserves the right to make changes to these Terms and Conditions and will give the Cardholder reasonable notice of changes by posting them on this Website. Earning or redeeming Cash Perks on your F.E. PERKS[®] card account balance shall constitute acceptance of the revised Terms and Conditions. Participating Sponsors may change, resulting in a suspension or termination of access to the F.E. PERKS[®] Perks program, requiring appropriate account balance adjustments. FAMILY EXPRESS CORPORATION may transfer all of its rights and obligations under these Terms and Conditions at any time in its sole discretion. Such a transfer will not alter any Cardholder privacy.

VIOLATIONS OF TERMS AND CONDITIONS

FAMILY EXPRESS CORPORATION reserves the right to seek all available remedies at law and in equity for a violation or violations of these Terms and Conditions, including the right to block access from a particular Internet address to the Website. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS FAMILY EXPRESS CORPORATION FROM ANY LIABILITY, LOSS, CLAIM, AND EXPENSE, INCLUDING ATTORNEYS' FEES, RELATED TO YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE SERVICES AND INFORMATION PROVIDED AT THE WEBSITE.

Updated March 19, 2010.