

earnify™pro Loyalty Program *Terms of Use– July 1, 2026*

Description of Program

1. The *earnify™pro* Loyalty Program (the “Program”) is a program where members can earn and obtain Program points (“Points”) and credits (“Credits”) which are redeemable for various benefits, merchandise and/or prizes. These Terms of Use (“Terms of Use”) govern the Program which is sponsored by TA Operating LLC (“TA”) d/b/a TravelCenters of America® (“TravelCenters”), TA Express®, TA Truck Service®, and Petro Stopping Centers® (“Petro”). You may enroll one time only in the Program by (a) calling (1-800-632-9240), (b) completing an enrollment form at an in-store redemption center kiosk (a “Kiosk”), or (c) by completing an enrollment form on the *earnify™pro* mobile app. You must use the name printed on your commercial driver’s license (“CDL”) when registering for Program account (“Account”) and have the following information correctly recorded in the Program database: name, cell phone number including area code (the “Account Phone Number”), and email address. Providing fictitious, incorrect or false information may result in termination of your Account and forfeiture of all existing Points, Credits and any other benefits.
2. By using and/or enrolling in the Program and by providing your individual information, you agree to abide by the current Program Terms of Use, which are subject to change from time to time and can be found at <https://www.ta-petro.com/professional-drivers/earnifypro/> (the “Website”). Further, you consent to TA’s collection, use, analysis, and disclosure of your information for purposes of administering the Program, preventing fraud, and providing personalized offers, marketing communications, and targeted promotions based on your purchasing behavior and interactions in connection with the Program and in accordance with the privacy statement at <https://www.ta-petro.com/privacy-policy-web/>. By enrolling in or using the Program, you represent and warrant that (i) you meet all eligibility requirements set forth in these Terms of Use, (ii) all information provided by you is true, accurate and complete, and (iii) you will maintain and promptly update such information as necessary to ensure its accuracy. If you do not agree to these Terms of Use, you are not authorized to participate in the Program.
3. TA, in its sole discretion, will resolve all questions or disputes regarding the Program, including but not limited to eligibility questions and the provision of benefits. TA reserves the right to terminate, modify, revise, or change the Program and the Terms of Use, in whole or part, at any time with or without notice. Changes may revise, for example, rules for earning or using Points and/or Credits, continued availability of Program awards, expiration dates, program partners and the features of special offers. Changes may result in a reduction in the value of Points, Credits or Certificates (as such term is hereafter defined) already accumulated, and may also result in forfeiture of unused Points, Credits or Certificates.
4. Further, TA and its partners have the right to change, limit, modify or cancel rewards and reward levels at any time with or without notice to members. That includes, but is not limited to: increasing or decreasing levels or number of Points received for every gallon (or equivalent) of diesel fuel/DEF purchased, increasing or decreasing levels or number of Points received per amount spent at all participating TA Truck Service® shops or required for a reward or Credit, changing the types of rewards, adding blackout dates, limiting availability for a reward at any participating Location (as such term is defined below) and changing locations served by TA. In the event that any of these conditions occur, members may not be able to obtain certain rewards. You should check the latest Terms of Use at www.ta-petro.com/earnifypro. <https://www.ta-petro.com/professional-drivers/earnifypro/>
5. Points, Credits, Certificates and awards are not redeemable for cash, and may not be transferred, purchased, sold, or bartered.
6. You must take proper care to protect your Account and Account information. You are solely responsible for all activity conducted through your Account, whether authorized or unauthorized. This includes but is not limited to regularly checking transactions and keeping your Account secure at all times by not sharing your Account information with others, properly exiting a Kiosk when finished using it, and keeping Certificates in a secure place. If you suspect suspicious activity, unauthorized access, fraud or misuse on your Account, please contact customer service immediately at 1-800-632-9240. Please note that for security reasons, *earnify™pro* customer service is not permitted to provide Account numbers over the phone. TA reserves the right, in its sole discretion, to suspend, restrict, or terminate any Account, and to withhold, delay, or cancel Points, Credits, or rewards where fraud, abuse, or violation of these Terms of Use is suspected.

Eligibility

1. Any individual TravelCenters or Petro customer 18 years of age or older with a CDL is eligible for membership in the Program. Corporations or other entities are not eligible for membership. Employees of TA or its affiliates are not eligible for membership at any level of the Program and may not possess an Account for any reason. Drivers who are members of the Program may not belong to another rewards club sponsored by TA.
2. TA reserves the right to determine eligibility in the Program. TA reserves the right to deny, revoke, or disqualify anyone and terminate any member for any reason, including but not limited to any actions meant to abuse the Program, circumvent the Terms of Use, or utilize the Program in a manner inconsistent with the rules, terms, conditions, or intent of the Program or any portion of the Program.
3. A member wishing to earn or redeem Points or other Program rewards or benefits must have an Account in his or her name or must use his or her Account Phone Number. This includes but is not limited to team drivers – including husband and wife teams – who must each have a separate Account Phone Number.

Membership Levels

1. There are two Program membership levels – Standard and Platinum. All members start out at the Standard level. If your Account is in good standing and you earn at least twenty thousand (20,000) qualifying Points during the current calendar year, you are eligible for an Platinum level membership. Once Platinum level status is achieved by earning twenty thousand (20,000) qualifying Points, a member must earn at least ten thousand (10,000) qualifying Points each calendar year thereafter in order to maintain Platinum level status.

Only Points issued to a member upon making a qualifying purchase at a Location (as provided in the Sections 2a and 2c of the “Earning Points” section below) are considered qualifying Points for purposes of determining Platinum level status. Points awarded as prizes are not counted toward Platinum level status. In addition, any additional Points that (i) Platinum members receive for purchases made in the TA Truck Service Shops (as provided in Section 2c of the “Earning Points” section below) or (ii) that members receive due to reaching a particular Gear Level (as provided in Section 2b of the “Earning Points” section below) are not counted when determining Platinum level status. In no event is more than one (1) Point per qualifying dollar spent counted when determining Platinum level status.

2. Platinum level membership is determined by TA in its sole discretion. Members will be notified via a Kiosk and will be required to verify their contact information. Once the information is verified, Platinum benefits will be activated. Your membership Account will be updated to Platinum status and any Points and Credits you have earned will remain on your Account. In order to maintain Platinum level membership, you must qualify (i.e. earn the requisite number of Points) each calendar year. Otherwise, membership status may be reduced. If membership status is reduced, your Platinum benefits will expire on the last day of the applicable calendar year and Standard level benefits will be activated.

Earning Points

1. Members earn Points at participating TravelCenters, TA Express, TA Truck Service and Petro locations (each a “Location” and collectively the “Locations”). Your Account must be active at the time a purchase is made in order to receive Points. Points will be issued for purchases made at TA Truck Service Locations only if your Account is active and if at the time of purchase you enter your Account Phone Number. When paying for diesel fuel or DEF at the pump, Points will be issued for purchases only if your Account is active and if, at the appropriate time at the pump you enter your Account Phone Number.
2. Points are earned as follows:
 - a. **Diesel Fuel and DEF:** One (1) Point for every gallon (or equivalent) purchased.
 - b. **Additional Points on Diesel Fuel and DEF:** Members have the opportunity to earn more Points per gallon by purchasing greater volumes of diesel fuel and DEF. Based on the number of gallons of diesel fuel and DEF purchased in the current calendar month, members will qualify for a specific “Gear Level” for the immediately following calendar month based on the following chart:

Gear Level	Gallons purchased in current month	Additional Points Earned Per Gallon purchased in following month
First Gear	749 gallons or less	0 Points
Second Gear	750 – 999gallons	1 Point
Third Gear	1,000 – 1,499 gallons	2 Points
MAX Gear	1,500 gallons or more	3 Points

Members cannot roll over any gallons of diesel fuel and DEF gallons purchased in one month to the next calendar month. For purposes of tracking diesel fuel and DEF purchases, gallons start at zero on the first day of each calendar month. For purposes of the Program, the first ‘current month’ for which purchases shall be tracked to determine Gear Levels begins on July 1, 2026 (or such later month that a member first purchases diesel/DEF or first becomes a member of the Program).

By way of example only, if a Base member purchased 1,100 gallons in July 2026, the member would earn one Point per gallon in July 2026 (per Section 2a above) and three (3) Points per gallon purchased during the month of August 2026 (one (1) Point per gallon purchased (per Section 2a above) plus two (2) additional Point for reaching Third Gear in August (per Section 2b above)). If the same member then purchased 600 gallons in August 2026, the member would earn one (1) Point per gallon purchased (per Section 2a above) in September, but no additional Points since only First Gear was reached in August).

- c. **TA Truck Service Shops:** One (1) Point per dollar spent (Platinum level members earn two (2) Points per dollar spent), except for purchases made on a National Tire Account. Work orders that include new tires or retread tires purchased on a National Tire Account earn two hundred (200) Points per tire purchased for Standard Members and four hundred (400) points per tire purchased for Platinum Members; no other products or services purchased on a National Tire Account work order qualify for Points.
 - d. In cases where additional Points are being offered to members, Platinum members will receive the better of the two offers, but not both. For example, if members are offered five (5) Points for every dollar spent in the TA Truck Service Shops, then Platinum level members will earn five (5) Points instead of the standard two (2) Points.
3. The following limitations on earning Points apply to all members:

- a. Members will earn Points on only two (2) diesel fuel/DEF purchases per day
- b. Members will earn Points on only two (2) truck service shop transactions per 12-hour period
- c. Members can earn a maximum of 15,000 Points in connection with diesel fuel and DEF purchases in any one calendar month (including any additional Points earned for reaching particular Gear Levels)
- d. Members can earn a maximum of 20,000 Points in connection with a TA Truck Service shop transaction in any one 12-hour period

Points will not be awarded for any purchases or transactions in excess of these limits.

4. You only earn Points for purchases/transactions that you make and pay for. You may not share Accounts, have Points allocated to other members, transfer awards/benefits, or receive Points or any rewards from other members. By participating, you agree not to attempt to gain or accept Points from purchases made by other members. You agree not to engage in any activity designed to gain an improper or fraudulent benefit under the Program, whether through manipulation, technical exploitation, or misuse of Program features. Points are not redeemable for cash. TA reserves the right to deny, delay, reduce, adjust or eliminate Point balances or accrual at its sole discretion due to improper use of the Program. TA further reserves the right to cancel and restrict future membership in the Program due to improper use of the Program. TA's employees are prohibited from issuing Points for purchases not made and paid for by the member.
5. Points will not be issued for purchases of beer, tobacco, alcohol, gift certificates, labor for tires installed on a National Tire Account, or used tires purchased on a National Tire Account. Points will not be issued on the amount of any discounts, gratuities, sales tax on items purchased, or for any purchases made using Certificates.
6. A member must contact customer service at 1-800-632-9240 within twenty-four (24) hours of entering his/her Account Phone Number if he/she believes that Points were not properly issued to his/her Account after making a qualified purchase. Points will not be added to an Account if a member fails to contact customer service within such time period.

Expiration of Points

1. Points, and any special offers or other rewards of any type existing in a member's Account, will automatically expire if no activity is recorded on an Account for a period of one hundred eighty (180) consecutive calendar days, and the member's Account status will then be set to inactive. Activity is defined as a Certificate being printed or Points being added via a qualifying purchase. In order to earn and redeem Points, an Account must be active. An Account can be reactivated by contacting toll-free at 1-800-632-9240.
2. Points will automatically expire if not redeemed within twenty-four (24) months from the date of issuance.

Redeeming Points

1. Points and other rewards can be redeemed at Kiosks located at all Locations. Points are redeemed by entering your Account Phone Number and then choosing a redemption award. After selecting the award, a redemption certificate (each a "Certificate") can be printed and used to purchase (or used towards the purchase) of specific products or services at the Locations. Certificates cannot be produced by any other method. Certificates and other rewards have no cash value. Points can be used to pay, in full or in part, for merchandise made available for purchase through the Website ("Website Purchases") and to reserve a parking space at a Location ("Reserved Parking") in accordance with the terms and conditions in the "Reserved Parking" section below. In addition, Points can also be redeemed using the earnify™pro mobile app for purchases of showers, Reserved Parking and Interstate Speedzone WiFi (TA's network of WiFi hotspot locations).
2. Certificates can be produced at Kiosks provided that there are sufficient Points in the Account to cover the amount or reward requested.
3. A valid CDL MUST be presented when redeeming \$25 or more in rewards or Certificates of any type. Additionally, TA reserves the right to request, and members shall be required to present, a valid CDL when redeeming rewards or Certificates of less than \$25. In either case, the name on the CDL must match the name on the rewards or Certificate. TA reserves the right to deny and keep rewards or Certificates that are presented but do not match the name on the CDL.
4. TA is not responsible for any lost or stolen Certificates or rewards. Points and other rewards cannot be credited back to an Account if they are lost or stolen. Once a Certificate or reward is printed, it will not be credited back to the Account under any circumstances.
5. A Certificate is valid for twenty-four (24) hours from the time it is printed, after which time such Certificate expires and all value thereon is forfeited.
6. Certificates cannot be redeemed for diesel fuel; gasoline; beer; alcohol; gratuities; cash or cash equivalents; gift cards; prepaid cards; bill payments; lottery tickets; parking fees (including fees for Reserved Parking); or casino credits.
7. Change will not be provided for any Certificate produced that exceeds the total amount of the transaction. Any Certificate value over the amount of the transaction will be forfeited.
8. You are responsible for any applicable taxes on the receipt of Points, Credits, or on purchases made using Points, Certificates or other rewards. Points, Certificates and other rewards are not redeemable for cash, and are not transferable. TA shall have no responsibility for calculating, reporting, or remitting any taxes arising from your Program participation.

9. Purchases (including Website Purchases) made with Points, Certificates or rewards may be returned for exchange only (i.e. no cash refunds). TA will not credit Points or rewards back to the Program Account for returned merchandise. TA will not issue Points or reward credits for returned merchandise.
10. Rewards are subject to availability and subject to change. Conditions or restrictions specified by TA or the providing company, sponsor, or promoter will be observed. TA is not responsible, and assumes no liability, for changes or discontinuances of rewards or the availability of such rewards.
11. There may be separate rules governing the awarding and redeeming of Points through other retailers or consumer product companies, if applicable. Those rules will be posted on the Website.

Redeeming Points for Reserved Parking

1. Members can redeem Points for Reserved Parking at Locations only as follows and reservations for Reserved Parking must be made using one of the following methods:
 - *earnify*TM*pro* mobile app (iOS and Android)
 - Kiosk
 - TA-Petro website
 - At the Location Fuel Desk
 - By calling Customer Service at 1-800-632-9240
2. Points can only be used to make reservations for Reserved Parking when a member has sufficient Points in the Account to reserve the type of space requested. Once a member redeems Points to make a reservation for Reserved Parking, the reservation cannot be cancelled. If a member does not use a reservation for Reserved Parking, the Points redeemed for such reservation will not be restored to the member's Account. Reservations for Reserved Parking cannot be modified or transferred for use by the Member at another Location.
3. Members cannot use Certificates to pay for Reserved Parking.

Credits

1. One (1) Credit is added to a member's Account for each individual purchase totaling sixty (60) gallons or more of diesel fuel and/or DEF at a Location. Cumulative purchases totaling sixty (60) gallons or more of diesel fuel and/or DEF do not qualify for an Credit. Credits added to a member's Account expire ten (10) days after the date of the qualifying purchase. Credits added to a Standard member's account expire seven (7) days after the date of the qualifying purchase, unless such member is at the Max Gear Level at the time of the qualifying purchase, in which case the Credit(s) shall expire ten (10) days after the date of the qualifying purchase.
2. Credits redeemed during a month when the member is at the First, Second or Third Gear Level (or has not yet reached a Gear Level) can be redeemed for a complimentary shower only. Credits redeemed during a month when the member is at the Max Gear Level can be redeemed for a complimentary shower OR a 24-hour Reserve-It! parking spot OR a meal (with a value up to \$17.00) at a participating dine-in or quick service restaurant at a Location.
3. Standard members can earn no more than one (1) Credit in any one (1) Calendar Day (defined as 12AM EST to 11:59 PM EST). Platinum members can earn no more than two (2) Credits in any one (1) Calendar Day. No more than two (2) Credits can be redeemed from the same member Account in any one (1) Calendar Day. Members can accumulate no more than ten (10) Credits in their Account at any given time.
4. Credits can be redeemed as follows:
 - a. **If redeeming for a Shower:**
 - At Locations using the Shower System, a member can obtain a shower by reserving it in one of two (2) ways: (i) through a Kiosk by clicking on the "Redeem Credits" button on the Member Services screen, then selecting the "Redeem for Shower" button (once the "Shower Now" screen is confirmed, the redeemed shower Credit can be used at that Location only); or (ii) through *earnify*TM*pro* mobile app (if a member's Account is set up on the *earnify*TM*pro* mobile app) by using the Instant Shower feature, selecting the Location and selecting "Shower Credit" (once the "Shower Confirmation" screen is confirmed, the redeemed shower Credit can be used at that Location only). TA will not restore Credits redeemed for showers at one Location to Accounts for use at another Location.
 - For Locations not using the Shower System, a shower Certificate can be printed at a Kiosk and presented to a TravelCenters or Petro representative. A shower Certificate must be presented to a TravelCenters or Petro representative within twenty-four (24) hours of printing the same in order to obtain a free shower. Shower Certificates expire twenty-four (24) hours from the time of printing. TA reserves the right to request that the member's CDL be presented at the same time the shower Certificate is redeemed.
 - Team drivers will be allowed one (1) shower each upon use of a shower Credit provided that both showers are taken at the same Location on the same day. Both drivers must be present when requesting two (2) showers from one (1) shower Credit. At those Locations using the Shower System, team drivers should follow the menu prompts for team drivers to obtain a shower Certificate from a Kiosk and proceed to the shower desk. The Customer Service Representative will reserve a shower for the second driver.

- b. **If redeeming for a Meal:** Members must sign in at a Kiosk and click on “Redeem Credits” to obtain a meal Certificate worth \$17.00 in any participating dine-in or quick service restaurant at a Location. Meal Certificates expire twenty-four (24) hours from the time of printing.
 - c. **If redeeming for Reserved Parking:** Members can pay for Reserved Park in one of five (5) ways: (i) through a Kiosk by clicking on the “Redeem Credits” button on the Member Services screen, then selecting the “Redeem for Reserved Parking” button, which will take the member to the Reserve-It! System. Members will make the reservation and select “Pay with Credits” at check out; (ii) through *earnify™pro* (if a member’s Account is set up on the *earnify™pro* mobile app) by using the Reserve-It! reservation system. Members will make the reservation and select “Pay with Credits” at check out; (iii) through the Reserve-It! Website. Members will make the reservation and select “Pay with Credits” at check out; (iv) by calling into customer service at 1-800-632-9240; or (v) at the Fuel Desk at a Location.
5. By participating in the Program, you agree not to attempt to gain or accept Credits from other members. Credits are not transferable and are not redeemable for cash. TA reserves the right to reduce or eliminate Credits from accounts at its sole discretion due to improper use of the Program.

Special Offers

1. TA or vendor partners of TA may periodically offer Program members the opportunity to earn additional Points or Credits on their account when making purchases of specified goods or services during specified promotional time periods.
2. Special offers, if any, are valid only at participating Locations.
3. Prior to printing a Certificate for a special offer (“Special Offer Certificates”), you must check to ensure the products you are purchasing are available for retail sale at the Location where you are redeeming the Special Offer Certificate.
4. TA or the vendor partner specifies special offer rewards for qualifying purchases at participating Locations. The individual purchase requirements will be posted on the Kiosks, the Website, or through other promotional materials at the Locations.
5. Special Offer Certificates must be redeemed within twenty-four (24) hours from the time that the Special Offer Certificate is printed.
6. Special Offer Certificates cannot be used in conjunction with a National Tire Account purchase.

DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER

1. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND DISCOVERY IS MORE LIMITED. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THESE TERMS.
2. YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER AND CLASS ACTION WAIVER) WITHIN THIRTY (30) DAYS OF ACCEPTANCE OF THESE TERMS, IF YOU FOLLOW THE PROCEDURES SET FORTH IN THIS DISPUTE RESOLUTION SECTION. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH TA THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.
3. YOU AND TA AGREE TO ARBITRATE – RATHER THAN LITIGATE IN COURT – any and all claims or disputes between us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of TA) that are connected to, arise out of, or in any way relate to these Terms of Use, the Program, the Points, Credits or any other benefits hereunder. Notwithstanding this agreement to arbitrate, you and TA may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the claims.
4. Opt Out: You may opt out of this dispute resolution provision (except jury trial waiver and class action waiver) by notifying TA in writing of that intent within thirty (30) days after acceptance of these Terms of Use by sending a letter stating that you are opting out of this dispute resolution provision to TA at via U.S. mail to: 24601 Center Ridge Road, Westlake, OH 44011. Exercising this right, should you choose to do so, will not affect any of the terms of your agreement with TA. If you opt out of the dispute resolution provision, that opt out will remain in effect if TA modifies this section in the future.
5. Class Action Waiver: You and TA agree that all claims or disputes between you and TA will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or TA brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor TA may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or TA. Both parties agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Dispute Resolution Section will not apply to any claim or dispute between you and TA, except for the provisions waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.
6. Arbitrator Authority: The arbitration between you and TA will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by these Terms of Use. You and TA agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to these Terms of Use. An arbitrator may award attorneys’ fees and costs if a court would

be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with TA. Review of arbitration decisions in the courts is very limited.

7. **Arbitration Procedures:** You and TA agree that these Terms of Use affect interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to TA via U.S. mail to: 24601 Center Ridge Road, Westlake, OH 44011. You must also comply with the AAA's rules regarding initiation of arbitration. TA will pay all filing fees and costs for commencement of an arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to these Terms of Use or applicable law. TA will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, TA will pay your reasonable attorneys' fees and costs. The arbitration will be held in a mutually convenient location.
8. **Jury Trial and Class Action Waiver Where Arbitration Does Not Apply:** If for any reason this arbitration agreement is found to be unenforceable, inapplicable, or if you opt out of this dispute resolution agreement, you and TA expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a judge rather than a jury will decide disputes between you and TA if, for any reason, the arbitration agreement is not enforced. You further agree that in any claims or disputes between you and TA there will be no class, representative, or consolidated actions and neither you nor TA may participate in a class or representative action as a class member.
9. **Survival:** This dispute resolution provision survives the termination of these Terms of Use with TA. If you bring a claim against TA after termination of these Terms of Use that is based in whole or in part on events, act or omissions that occurred while you were a TA customer, this dispute resolution provision shall apply.

IMPORTANT NOTICES

1. TA provides the Program, these and other materials, and other services and products "As Is" and, to the fullest extent permitted by applicable law, expressly disclaims any representation or warranties of any kind, express or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose. Under no circumstances, including but not limited to, negligence, shall TA be liable for any direct, indirect, incidental, special or consequential damages arising out of the Program or any such other products or services, even if TA has been advised of the possibility of such damages. In the event TA or the Program is held liable for any damages related to these matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid for by you to the entity held liable. WITHOUT LIMITING THE FOREGOING, TA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PROGRAM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM DEFECTS OR SECURITY VULNERABILITIES.
2. Earning Points, Credits, rewards, showers and/or other credits and redemption of awards are subject to all applicable laws and regulations. Benefits and awards may be subject to income or other taxes. Such taxes and all disclosures related thereto are the sole responsibility of the member. TA shall not be responsible for correspondence lost or delayed in the mail. TA is not responsible for, and reserves the right to correct any pricing or typographical errors, errors of description, or errors regarding partners or offers.
3. If TA and/or any Program partner or participant improperly denies a member Points, Credits or some other benefit, the member's exclusive remedy shall be the issuance of the improperly denied Points, Credits, credit, award or benefit if available, or such other alternative comparable benefit as determined by TA, which shall have no liability whatsoever. In no event shall TA or any Program partner or participant be liable to any member, or anyone claiming through a member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of TA's or any Program partner's or participant's acts or omissions in connection with the Program.
4. TA is not responsible for the approval, processing, or security of any third-party issuer payment card or financial instrument used in connection with the Program or any such transaction thereunder. Any disputes relating to payment card transactions must be resolved directly with the applicable issuer or financial institution. The Program may include or integrate with third-party applications, vendors, sponsors, or service providers. You understand that the terms of any agreement between you and the payment card issuer will continue to apply to your use of such payment card or financial instrument through the Program. TA is not responsible for the acts or omissions of such third parties and disclaims any liability arising from third-party services or offerings.
5. TA reserves the right to correct any Point value or other benefit granted in error. In the event TA improperly denies Points accrual or membership benefits, TA's liability is limited to the proper posting of Points or benefits.
6. TA is not responsible for late, lost, incomplete, or misdirected entry information or communications; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; or for any other technical problems. TA is not responsible for incorrect or inaccurate entry information, whether caused by members or by any of the equipment or programming associated with or utilized in the Program, or by any technical or human error which may occur in the processing of Points, Credits and Account information. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL

LAW AND SHOULD SUCH AN ATTEMPT BE MADE, TA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. By participating in the Program, you consent to receive communications from TA electronically, including via email, SMS/text messaging, mobile application notifications, or website postings. These communications may include account updates, transactional information, and marketing or promotional offers, and shall have the same legal effect as communications provided in writing. Carriers are not liable for delayed or undelivered messages. For help with your Program account call 1-800-632-9240. Reply STOP at any time to opt-out. Message frequency may vary. Message and data rates may apply.
8. You may not assign, transfer, or otherwise convey any rights or obligations under the Program without TA's prior written consent. TA may assign its rights and obligations under the Program at any time without notice.
9. All trademarks, service marks, logos, text, graphics, software, and other content associated with the Program are the property of TA, its affiliates or its licensors and are protected by applicable intellectual property laws. You are granted a limited, revocable, non-exclusive, non-transferable license to access and use the Program solely for personal, non-commercial purposes.
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