

**KWIK TRIP, INC.****KWIK REWARDS PLUS CARD ACCOUNT AGREEMENT ("DEBIT" CARD)**

This Agreement explains the terms that both you and we agree to follow for your Kwik Rewards Plus Card (KRPC) Account. By signing your KRPC Application for your KRPC Account (including by any electronic or digital signature), you are agreeing to the terms of this Agreement. Please read this Agreement thoroughly before you sign or use the KRPC. By using the KRPC you will be agreeing to all of the terms and conditions in this Agreement. If your KRPC Account is a joint account with multiple persons signing the KRPC Application, each of you is bound by this Agreement, and each of you jointly and severally promises to pay all obligations under this Agreement. If you agree to be bound by this Agreement, you do not need to notify us. This Agreement will become effective upon the earlier of the first use of the KRPC or your KRPC Account (please sign the KRPC before using it), or to the extent not prohibited by law, 15 days after we mail you the KRPC if you do not cut the KRPC in half and return it to us. If you do not wish to be bound by this Agreement, do not sign, use or allow anyone else to use the KRPC or KRPC Account; immediately cut the KRPC in half and return it to us.

**DEFINITIONS:** The words **KWIK REWARDS PLUS CARD (KRPC) ACCOUNT** refer to the "debit" account governed by this Agreement. The words **KWIK REWARDS PLUS CARD (KRPC) APPLICATION** refer to the application for the Kwik Rewards Plus Card Account. The words **KWIK REWARDS PLUS CARD (KRPC)** refer to the one or more "debit" cards issued by us under this Agreement, including any renewal or replacement cards. The words **OUTSTANDING BALANCE** refer to the entire balance owing on your Kwik Rewards Plus Card Account. The words **WE, US,** and **OUR** refer to Kwik Trip, Inc. The words **YOU** and **YOUR** refer to the one or more individuals who have signed the Kwik Rewards Plus Card Application (including the primary applicant and any co-applicant).

**YOUR KWIK REWARDS PLUS CARD ACCOUNT:**

**Use of your Kwik Rewards Plus Card.** You may only use your KRPC to make purchases of goods or services at a Kwik Trip, Kwik Star or Tobacco Outlet Plus Grocery store located in the United States. We may restrict or prohibit use of your KRPC to purchase certain products, such as lottery and lotto tickets. You cannot use your KRPC at an automated teller machine (ATM), at any other retail store or website, or outside the United States. You cannot use your KRPC to make a payment on any credit card account issued by us. Your KRPC cannot be used as a method to receive cash back from any transaction at our registers. You will safeguard your KRPC to prevent unauthorized use.

**Authorization to Make Electronic Funds Transfers.** By using your KRPC, you authorize us to initiate an electronic funds transfer ("**EFT**") for the full amount of the transaction and any related sales taxes and/or fees from your deposit account ("**DEPOSIT ACCOUNT**") at a financial institution that you designated in your KRPC Application or that you subsequently designate to us in writing. By submitting your KRPC Application and accepting or using your KRPC, you represent and warrant to us that (i) you are an owner of your Deposit Account and that you are authorized to make EFTs to and from your Deposit Account, and (ii) your Deposit Account is maintained with a federal or state-chartered bank, savings bank or credit union located in the United States (a "**DEPOSITORY**"). You hereby authorize and agree to pay for all EFTs made by anyone you permit to use your KRPC. Your KRPC is issued by Kwik Trip, Inc., and it is not issued by your Depository. The terms, benefits or protections associated with your KRPC may be different from those that may apply to a debit card issued by your Depository. For example, if you use your KRPC to make a purchase that exceeds the available balance in your Deposit Account, your Deposit Account may become overdrawn even if you elected not to permit overdrafts with respect to a debit card issued by your Depository, and you may incur resulting overdraft fees with your Depository. Also, the liability limits applicable to your KRPC may vary from those applicable to a debit card issued by your Depository. You agree that you will not use your KRPC to make purchases for amounts in excess of available funds in your Deposit Account, as determined by the funds availability rules of your Depository as of the date the Depository processes the EFT. Your authorization will remain in effect until we have received notice from you that you are terminating such authorization in such time and in such manner as to afford us and your Depository to act on it. You may revoke your authorization and close your KRPC Account by calling us at (800) 305-6666 or, in writing to Kwik Trip, Inc., P.O. Box 1597, La Crosse, Wisconsin 54602-1597.

**Unpaid EFTs.** Your Depository may return as unpaid any EFT if, for example, your Deposit Account is closed, your Deposit Account does not then have sufficient available funds to cover the full amount of the EFT, or for other reasons. If we issue a credit to your Deposit Account due to a suspected error and we later determine that there was no error, we may deem such EFT as unpaid. In the event an EFT is returned, dishonored or deemed unpaid, the funds owed to us will become immediately due and payable by you to us. You agree to pay to us, in lawful currency of the United States, the full amount of the unpaid EFT and any applicable returned payment fees. You also agree that we may suspend the use of your KRPC until we receive payment in full of all amounts due and payable to us, or we may cancel your KRPC.

**Kwik Rewards Plus Card Limits.** When you use your KRPC, you will be limited by the amount of funds in your Deposit Account and any available overdraft line of credit (if any) that you may have in connection with your Deposit Account as of the date your Depository receives and processes an EFT. For security and fraud prevention purposes, we may impose a limit on the number of times that you may use your KRPC and/or the aggregate amount of purchases that you may make with your KRPC. You agree that the aggregate dollar amount limitation on your KRPC may be less than the amount of available funds in your Deposit Account, and that we may change such dollar amount and transaction limits from time to time in our sole discretion without any notice to you.

**Prior Authorization.** We may condition a transaction on our prior authorization, and you may be asked to provide identification. In the event that our authorization system is not working, we may not be able to authorize a transaction. We will not be liable to you if any of these events happen or for any failure to authorize a transaction. We are also not responsible for any refusal to accept your KRPC.

**Signature Panel.** For your protection, the back of the KRPC contains a signature panel. We reserve the right to refuse to honor unsigned Kwik Rewards Plus Cards.

**Security ID.** In this Agreement, **Security ID** or **PIN** refers to the number associated with your KRPC to authorize a purchase using the KRPC. The Security ID number assigned to your KRPC is for your protection. You must present your KRPC and enter your Security ID number if you wish to use your KRPC to pay for goods or services at Kwik Trip, Kwik Star or Tobacco Outlet Plus Grocery retail locations. You agree that you understand the nature and importance of your Security ID number and you will safeguard it to prevent unauthorized use.

**Kwik Rewards Plus Card is Our Property.** The KRPC is our property and must be destroyed or returned to us immediately if we so request.

**Expiration.** The KRPC will not be valid after the expiration date printed on the front of the KRPC, and it must be destroyed and not used after that date.

**Renewal and Replacement Cards.** By entering this Agreement, you are requesting, subject to your right to close your KRPC Account (as explained in the section entitled "Closing Your Kwik Rewards Plus Card Account"), that we continue to issue a renewal or replacement KRPC before each current KRPC expires. We will continue to issue renewal or replacement Kwik Rewards Plus Cards until we revoke your right to use the KRPC or until your KRPC Account is closed.

**Additional Cards.** You may request additional Kwik Rewards Plus Cards at no additional cost for members of your family or for others you authorize to use your KRPC Account. You are responsible for each additional KRPC as explained in the following section.

**RESTRICTIONS ON AND LIABILITY FOR USE OF KWIK REWARDS PLUS CARD AND KWIK REWARDS PLUS CARD ACCOUNTS:** When you use your KRPC, you will be limited by the amount of funds in your Deposit Account and any available overdraft line of credit that you may have in connection with your Deposit Account (if applicable), as of the date the Depository Institution receives and processes an EFT (electronic funds transfer). For security purposes, we assign a daily credit limit to your KRPC. Each use of your KRPC Account is subject to the unused amount of available credit on the daily credit limit. You agree that the dollar amount limitation on your KRPC Account may be less than the dollar amount of available funds in your Deposit Account and that such dollar amount and transaction limitations are subject to change. You agree that you will be responsible for all charges to your KRPC Account made by you or by the individual named on the KRPC or by any person to whom you or the individual named on the KRPC has voluntarily relinquished physical possession of the KRPC. You will be liable for all charges incurred by that person to the extent allowed by applicable law.

**YOUR LIABILITY FOR UNAUTHORIZED USE:** If you disclose your Security ID number to any person(s), you assume all risks and losses for transactions made with such disclosure. If the KRPC is lost or stolen, or if you think that someone may have used your KRPC or KRPC Account without your permission, you agree to notify us immediately by calling (800) 305-6666 or by writing to Kwik Trip, Inc., P.O. Box 1597, La Crosse, Wisconsin 54602-1597. After you have notified us, if the KRPC that you thought was lost or stolen is subsequently found or returned, do not attempt to use your KRPC; cut it in half and return it to us immediately. You will not be liable for unauthorized use of your KRPC Account that occurs after you notify us of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50 for unauthorized charges incurred prior to notification if you notify us within two business days after you learn your card has been lost or stolen. If you do not tell us within two business days after you learn your KRPC has been lost or stolen, and we are able to establish the fact that we would have prevented your KRPC from being used without your permission, you may be liable for up to \$500 of unauthorized charges. Finally, if your account statement from your Depository shows unauthorized transactions from

your KRPC Account, you must notify us immediately. If you do not notify us within 60 days after the statement mail date, you may be liable for the full amount of unauthorized transactions that occur after the close of the 60 days provided that we can establish the fact that we would have stopped your KRPC from being used without your permission had you made us aware during the 60-day period. You agree to assist us in determining the facts relating to any loss, theft, or unauthorized use of your KRPC or KRPC Account and to comply with the procedures that we may require for our investigation.

**ACCORD AND SATISFACTION:** We may accept letters, checks or other types of payment showing "payment in full" or other language to indicate satisfaction of your obligations without waiving any of our rights to receive full payment under the terms of this Agreement.

**STATEMENTS:** We will send you an electronic statement each month that your KRPC Account was active. You agree to receive this statement online; your statement will not come in the mail. Your statement will summarize each transaction on your KRPC Account during the preceding Billing Period. Please examine your statement carefully when you receive it. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors.

**NO ANNUAL FEE:** No Annual Fee is charged for your KRPC Account.

**RETURNED PAYMENT FEE:** If your Depository returns or dishonors an EFT for any reason, you agree to pay us a reasonable Returned Payment Fee of up to \$30.00 (to the extent permitted by applicable law), subject to the following exceptions: the Returned Payment Fee shall be up to \$25.00 if your state of residence is Arizona, Arkansas, Florida, Illinois, Kentucky, Louisiana, Maine Massachusetts, Michigan, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Rhode Island, Vermont, Washington, West Virginia or Wisconsin; and \$20.00 if your state of residence is Colorado, Connecticut, Hawaii, Idaho, Indiana, New York, Pennsylvania or Utah. You authorize us to initiate an electronic fund transfer for such Returned Payment Fee from your Deposit Account automatically, after we receive notice of an unpaid or dishonored EFT. You agree to pay the Returned Payment Fee if any check or other instrument given as payment to us for the amounts you owe in connection with your KRPC is not honored by your Depository.

**KWIK REWARDS PROGRAM:**

See the Kwik Rewards Terms and Conditions for program and benefit structure.

**FINANCIAL AND CREDIT INFORMATION:**

**Credit Reports:** You authorize us to check information about you, your credit history, or your salary or employment with consumer reporting agencies, including credit bureaus, or others. You also authorize us to report information about your account to credit bureaus. Late payments, missed payments, unpaid EFTs or other defaults on your KRPC Account may be reflected in your credit report. We may ask credit bureaus for reports of your credit history. At your request, we will tell you whether or not we have requested such reports and will tell you the names and addresses of the credit bureaus furnishing the reports.

**IF YOU CHANGE YOUR NAME AND ADDRESS:** You agree to promptly notify us, either by calling (800) 305-6666 or, in writing to Kwik Trip, Inc., P.O. Box 1597, La Crosse, Wisconsin 54602-1597, if you change your name, home address or mailing address.

**CLOSING YOUR KWIK REWARDS PLUS CARD ACCOUNT:** You may close your KRPC Account at any time by calling us at (800) 305-6666. When your KRPC Account is closed or account privileges are suspended (whether by you or by us), your right to use the KRPC, to make changes to the KRPC Account and/or to receive Kwik Rewards will automatically be terminated; however, all other provisions of this Agreement shall remain in full force and effect until the Outstanding Balance and any other charges provided for in this Agreement or applicable law are paid in full.

**DEFAULT AND REMEDIES:** You will be in default under this Agreement if you violate any terms of this Agreement, including without limitation if an EFT is returned unpaid or dishonored, if you become the subject of bankruptcy or insolvency proceedings, or if you fail to honor any other covenant or obligation under this Agreement which materially impairs your ability to pay amounts due under this Agreement. At any time after this Agreement is in default or upon your death, we may, in our sole discretion, terminate your KRPC Account or suspend your credit privileges (in which case, the terms of this Agreement will continue in effect until we have been paid in full), reduce your credit limit, and declare all amounts due hereunder immediately due and payable (unless notice and an opportunity to cure is required by applicable law, and in that event, such amount shall become payable if such default is not cured as provided in applicable law), bring a legal action against you to collect the money owing to us, terminate your eligibility for Kwik Rewards, or take any other action permitted by applicable law.

**To the maximum extent permissible under applicable law:** You agree to pay us reasonable attorney's fees and all costs and expenses of collection that we incur.

**COMMUNICATIONS:** We or our agents may call or text by telephone regarding your KRPC Account. You agree that we may place such calls or texts using an automatic dialing/announcing device. You agree that we may make such calls or texts to a mobile telephone or other similar device. You agree that we may listen to and record phone conversations that you have with us for training purposes or to evaluate the quality of service.

**EVIDENCE:** You agree that we may use a copy, microfilm, microfiche or digital image of any periodic statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

**INTERPRETATION, EFFECT AND AMENDMENT OF THIS AGREEMENT:** **Duration.** Except for your right to use the KRPC and to make charges to your KRPC Account (which right expires when your KRPC Account privileges are suspended or your KRPC Account is closed), all other provisions of this Agreement shall remain in full force and effect until your KRPC Account is closed and the Outstanding Balance and any other charges provided for in this Agreement or applicable law are paid in full.

**Headings.** The headings used in this Agreement are for convenience only and shall have no bearing on the interpretation of this Agreement.

**Severability.** The provisions of this Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of this Agreement in the jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provisions.

**Entire Agreement.** You agree that this Agreement (as amended and supplemented from time to time) and your application for a KRPC Account constitute the final expression of the Agreement between you and us and that this Agreement may not be contradicted by any evidence of any prior or contemporaneous or subsequent oral agreement between a representative of ours and you.

**No Waiver: Delay in Enforcement.** We may exercise our rights under this Agreement immediately, or at our sole discretion, may waive delay in enforcing or decline to enforce any such rights without losing, waiving, or impairing them. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

**Assignment and Binding Effect.** You may not sell, assign, or transfer this KRPC Agreement or your KRPC Account or any portion thereof without the express prior written consent of us. We may sell, assign, or transfer this Agreement or your KRPC Account or any portion thereof. Subject to the foregoing, this Agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.

**Amendment.** You agree that we may from time to time change the terms of this Agreement, to the extent and in the manner provided by applicable law. We will provide you with notice of any such changes as required by applicable law.

**Conflict Between This Agreement and Other Documents.** With regard to the interpretation and enforcement of this Agreement, in the event of any conflict between this Agreement and any other document relating to any transaction with the Seller, this Agreement will govern.

**IF YOU NEED FURTHER INFORMATION:** If you have a question about this Agreement, or if you want further information, you may call us at (800) 305-6666.

**FORUM SELECTION CLAUSE:** This agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the internal laws of the State of Wisconsin.