

CARD TERMS AND CONDITIONS

Please read the following information governing the Fill It Up Card (the "Card") carefully and retain for your records. Please sign your Card immediately as it must be signed before use. By accepting and retaining the Card, signing the Card, or using the Card, you agree to all terms and conditions in this agreement, as well as future terms and conditions and program/service changes.

The terms "you" and "your" in this agreement refer to the person whose signature appears on the Card. The terms "we," "us" and "our" refer to American Express Incentive Services, L.L.C. The term "Fill It Up Card" or "Card" refers to the stored value card that has been issued to you and any reissued Card. The term "Sponsor" refers to the company or companies that have requested that the Card be issued to you and that provided funding for the Card.

1. The Card is not a credit card and should not be used as one. The Card is a special purpose reward Card that provides you with access to points that have been deposited in the Card account for you. The Card operates on the American Express system and may be used at select establishments that welcome American Express Cards. The Card, however, may not be used at all establishments that welcome American Express Cards. Use of the Card is limited to the number of points deposited in your Card account. Additional points will not be added to this Card. **The expiration date shown on the Card cannot be extended.**
2. All account balances are shown in points where one point equals one U.S. dollar in purchasing power. The points on the Card cannot be converted to cash or cash equivalents at any time. Your points give you the purchasing power to obtain specific goods and services.
3. You may use the Card to purchase goods and services from any gasoline station that accepts the American Express Card subject to the conditions and limitations. The full amount of each purchase, including taxes, will be deducted from the points held in the Card account, up to the total points available in the account.
 - Please refer to the enclosed brochure for information regarding purchasing restrictions with the Card.
 - You may not use the Card for installment purchases or delayed payment purchases.
 - **You may not use the Card to pay for gasoline purchases at the pump if the balance in the Card account is below 50 points. You must pay for your gasoline purchase inside the establishment when the balance in the Card account is below 50 points.**
 - You may not use the Card outside of the United States.
 - In the event that an establishment places a hold on the Card account, or deducts an amount different from the amount of your purchase, our sole responsibility is to replace any improperly deducted or held points and ensure that you obtain the appropriate point amounts deposited for you to date on the Card.
4. You may not resell or return any goods or services obtained with the Card for a cash refund. You may return a purchase to an establishment accepting the Card for a refund allocated to your Card if that establishment permits such returns.
5. Any attempt to use the Card with no points in the Card account and/or with an establishment that does not accept the Card will result in your transaction being denied. In such circumstances we reserve the right to cancel your Card and remove all points remaining in your Card account.
6. We reserve the right to change the format, elements, or terms and conditions of the Card program, including, but not limited to, offerings by participating establishments and suppliers, at any time without notice. If an offering and/or a participating establishment or supplier is discontinued, reasonable efforts will be made to offer a substitute of equivalent quality. Reasonable efforts have been made to ensure that the Card information is accurate. We are not responsible for errors or omissions.
7. Card offers are void where prohibited by law.
8. It is your responsibility to keep track of the available points held in your Card account. At the time of purchase or use, you will need to know the number of points you have available to apply to a purchase. To obtain your point balance, call 1-800-575-7365. You may use all or a portion of your points at any time. Purchases greater than the number of points in your Card account may, in some cases, be supplemented with cash, check, credit card or gift certificate. Acceptance of supplemental forms of payment varies by establishment and location. Some establishments and locations accept supplemental forms of payment; others accept only limited supplemental forms of payment. Some establishments and locations do not accept supplemental forms of payment and require a purchase to be completed with a single form of payment. You must check with the establishment to determine which, if any, types of supplemental payment are accepted. All Card offerings are subject to specific terms and conditions specified by the establishments who accept the Card, along with possible restrictions and penalties they may impose.
9. Any attempt to use the Card for purchases exceeding the available balance will be denied. (Example: You have 100 points in your Card account which equals \$100 in purchasing power. You attempt a purchase of \$125 presenting the Card for the entire purchase. The transaction will be denied. The proper way to complete this transaction is to request that the establishment apply \$100 of your purchase to the Card and the remaining \$25 to a supplemental payment vehicle, where accepted by the establishment.) If for any reason such a transaction is authorized and processed, resulting in your Card account containing a negative balance, you will be required to repay the difference to us.
10. You should safeguard the Card from unauthorized use. It is your responsibility to inform the Customer Service Center (1-800-575-7365) immediately if your card is lost or stolen. You must provide your Card number as shown on the front of the Card. We recommend that you write the Card number down and keep it in a separate location. We will replace one (1) lost or stolen Card with the remaining points at the time reported to the Customer Service Center, less a 10 point (\$10) replacement fee. The replacement Card will have the same expiration date as the original card. The Card must be reported lost at least 15 days prior to the expiration date or the Card will not be replaced.
11. If we suspect misuse of the Card, the Card may be suspended or terminated and all points forfeited, with or without notice. The Card and the associated points are non-refundable and have no surrender value. We may also reissue a different Card at any time. You must return the Card to us upon request.
12. The Card can be used only while there are unredeemed points on the Card and only before the expiration date shown on the Card. You may maintain the Card as a keepsake or discard it. You must cut up the Card before discarding it. Any attempt to use the Card after the expiration date will be denied. Card returns cannot be processed on the Card after the expiration date. Returns after Card expiration are subject to the terms and conditions of the applicable establishment or supplier. We reserve the right to cancel your Card without notice in the event that your available points are depleted more than 30 days prior to expiration.
13. You have no rights with respect to the Card or the points on the Card except as described in these General Terms and Conditions.
14. We, our clients, American Express and their respective parent, subsidiary and affiliated companies maintain no control over the personnel, equipment or operations of any air, water or surface carrier, ship line, transportation company, hotel, restaurant, tour company, retail establishment, catalog retailer or other person or entity providing services, products or accommodations as part of a trip or retail purchase because all establishments or suppliers offering such products and/or services through the Card program are independent contractors. We, our clients, American Express and their respective parent, subsidiary and affiliated companies make no guarantees, warranties or representations of any kind, expressed or implied with respect to products, services or merchandise, and shall not be liable for any loss, expense, damage or injury incurred as a result of any defect in or failure of such items. **SUCH PARTIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.** We, our clients, American Express and their respective parent, subsidiary and affiliated companies shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity which may be caused or contributed to: (1) by any wrongful, negligent or unauthorized act or omission on the part of any establishments offering products and/or services through the Card program, or any of their agents, employees or independent contractors; (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, delivery or accommodation which is owned, operated, furnished, sold or otherwise used by any participating Card establishment or supplier; (3) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not under their direct control; and/or (4) by any other cause, condition or event whatsoever beyond their direct control. In no event will we, our clients, American Express and their respective parent, subsidiary and affiliated companies be liable for any punitive, special, indirect, or consequential damages.
15. We will not release information about your participation in the Card program to third parties without your consent, unless we receive a subpoena or other legally mandatory request for such information. We will, however, use the data and provide aggregate data to the Sponsor or to other entities at our discretion. In addition, we may use information you have provided to us on your enrollment forms, in surveys, information derived from how you use the Card and/or information from external sources to develop mailing lists which are used by us and our affiliates to develop offers you may receive through the mail and by telephone. If at any time you wish to have your name and address removed from the list please call 1-800-575-7365.
16. The laws of Missouri govern the Card and these General Terms and Conditions.

The Card is part of a system and method covered by U.S. Patent No. 5,689,100 and U.S. Patent No. 5,956,695.