

ValeroPay+ Mobile App Terms and Conditions

Last Updated: August 1, 2021

Valero Marketing and Supply Company and its affiliated companies (“**Valero/we/us/our**”), are pleased to give you access to the ValeroPay+ mobile application, together with related or linked websites, applications, services, interfaces, tools, payment platforms, software and other functionality provided on or through the ValeroPay+ mobile application (collectively, the “**App**”), subject to your agreement to comply with these terms and conditions (“**Terms**”), which include our Privacy Statement, which can be found [here](#), and is incorporated herein by reference in its entirety. Please read these Terms carefully before using the App. If you have any questions or concerns about the App or these Terms, please contact:

Valero Consumer Assistance
Email: ValeroPayPlus@Valero.com
Phone: (888) 682-5376

By accessing or using the App on any computer, mobile phone, tablet, console or other device (any of which is a “**Device**”), you confirm that you have read, understood and agreed to be bound by the Terms and any other applicable law, which together constitute a legal agreement between you and us (the “**Agreement**”). **If you do not agree to the Terms, do not access or use the App. The App should not be used by any person under 16 years of age.**

1. Valero May Change this Agreement. Valero reserves the right, at its sole discretion, to change, modify, add or delete any or all of this Agreement at any time, without further notice to you. If we do this, we will post the new, modified version of the Terms in the App. Unless otherwise stated, any modifications to the Terms will go into immediate effect after they have been publicly posted, as indicated by the “Last Updated” date at the beginning of this Agreement. It is your responsibility to review the Terms for any changes. Any new features or updated content we make available in the App in the future will be subject to this Agreement. **If you continue to use the App after we make changes to the Terms, you have accepted those changes.** We may ask you to affirmatively agree to an updated version of the Terms, and in that case, if you do not affirmatively agree, you will no longer be permitted to access or use the App.

2. Agreement is Effective Until Terminated. This Agreement is effective until it is terminated. You may terminate the Agreement at any time by uninstalling the App from all of your Devices and no longer using or accessing the App. We may terminate your rights under this Agreement, without notice to you, if you fail to comply with the Terms of this Agreement, as determined in our sole discretion, and we may also close any User Account (as defined in Section 7 below) you have established within the App. Upon the termination of this Agreement, you must cease all use of the App. You understand that some of your User Content (as defined in Section 7 below) may continue to appear on or through the App or may persist in backup copies for a reasonable period of time after this Agreement has terminated.

3. Changes to the App. The App is currently made available to you free-of-charge only for personal, non-commercial, non-exclusive use. We reserve the right, in our sole discretion, without notice to you, at any time and from time to time, temporarily or permanently, to: (a) modify, suspend, terminate, withdraw or discontinue all or any part of the App without compensation to you, including but not limited to: (i) restricting the time that all or any part of the App is available; (ii) restricting the amount of permitted use of all or any part of the App; and/or (iii) restricting or terminating any user’s right to use all or any part of the App; and/or (b) offer opportunities to some or all users of all or any part of the App. You agree that we are not liable to you or any third party for any modification, suspension or discontinuance of all or any part of the App, or of any service, content or feature offered through the App.

4. Ownership of the App and App Content. The App, and any interfaces, material, software, code, files, content, images contained in or generated by the App (including the Valero Marks, as defined below), accompanying data and other embedded software, including third party software, and App updates and upgrades (collectively the “**App Content**”), whether in read-only mode, on any other media or in any other form, are owned by Valero or Valero’s App developer, or their respective licensors, and are protected

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by applicable law. No title or any intellectual property rights are transferred to you. In addition, Valero, Diamond Shamrock, Shamrock and Beacon, as well as any other brands, trademarks, names and logos identifying the products marketed by Valero within the App are trademarks owned or licensed by Valero (the “**Valero Marks**”). Third party marks displayed on the App are owned by each respective third party. All App Content is protected by copyright and may not be copied, reproduced, republished, uploaded, broadcast, posted, transmitted or distributed except as expressly permitted in these Terms. You have no rights to App Content, except as expressly provided in these Terms.

5. Limited Right to Use the App; Use within the United States Only. Solely to enable your use of the App for personal, non-commercial, non-exclusive purposes, Valero grants you a limited, revocable, non-sublicenseable license to use the App in accordance with these Terms (the “**License**”). The License entitles you to install the App on your Device and to use the App in accordance with these Terms. The License does not grant you any right to use any App Content in the design, development, manufacture, licensing or distribution of third party devices and accessories for use with the App. Any use of the App that is not permitted by or that is inconsistent with these Terms, including, but not limited to, resale, transfer, modification or distribution of the App or copying or distribution of text, pictures, music, video, data, hyperlinks, displays and other App Content, is prohibited. **The App may only be used by persons who legally reside in the United States of America, and may only be used to make payments within the United States. Access to or use of the App by persons from any country who is sanctioned by the United States is specifically prohibited.**

6. Payment; Use of the App at Fuel Stations. When creating a User Account (as defined in Section 7) in the App, you will be given the opportunity to input certain payment method information, which may include credit card, debit card and/or banking account information (“**Payment Information**”). Your input of Payment Information into the App constitutes your authorization of all purchases made from your Device using the App. In addition, you may make purchases through the App using a wallet service like PayPal, Venmo, Apple Pay, Google Pay or Samsung Pay (each a “**Wallet Service**”). Not all payment card brands or Wallet Services may be used through the App, and we reserve the right to change which payment card brands and/or Wallet Services are available through the App from time to time. Initiating a transaction on the App will lead to a pre-authorization charge with the relevant payment card issuer or, with respect to the Valero ValuePay product, a pre-authorization charge against your registered bank account, whether you are making a payment directly through the App, or using a Wallet Service. **Not every retail fuel station that carries one of the Valero brands (a “Valero Station”) will accept payment from you for fuel or products using the App at any given time. The App Store Locator contains a list of Valero Stations that usually accept payment using the App. To the extent that a Valero Station offers differential pricing for Valero-branded transportation fuels based on payment method, all payments for those transportation fuels made through the App, regardless of the particular method of payment chosen within the App, will be charged at the “credit” (higher) price, and will not qualify for any discounts offered for “cash” payments.**

7. User Account Rules. In order to use the App, you must create an account (a “**User Account**”), by providing certain personal information, including without limitation, your name, email address and a user-chosen password (“**Account Password**”), and you may also choose to provide other text, data, software, photographs, images, graphics, files, videos, audio, sound, music, messages, materials, comments, ratings, reviews (all of which is “**User Content**”). We reserve the right to refuse the creation of a User Account by any individual, and the right to cancel any User Account after successful creation, in our sole discretion. By creating a User Account, you agree to each of the following:

- a. You represent that you are 16 years of age or over. If you are under 18 years of age, you have obtained the approval of your parent or guardian to use the App and to create a User Account.

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- b. You will create only one User Account, which will be solely for your own use. You will not create a User Account for anyone else without the permission of the individual for whom you create an account.
- c. All User Content that you provide in connection with the creation of your User Account is accurate, truthful and complete (“**Account Information**”). You acknowledge and agree that by entering Account Information into the App to create a User Account, you consent to the processing of that Account Information in accordance with our standard business practices.
- d. You will maintain the security of your User Account by not sharing your Account Information with any other person. In particular, you agree to keep your Account Password secret – you will share it only when you intend for any individual you share it with to have full authority to act on your behalf using the App, including authorizing purchases using your Payment Information.
- e. You will not use any other person’s User Account without their express permission.
- f. You will not solicit User Account information from other users of the App.
- g. You will not attempt to sell or transfer your User Account to any other person, and any attempt to do so will be void.
- h. You take full responsibility for all activity on the App while logged into your User Account.
- i. If you become aware of any unauthorized use of your User Account, you will immediately notify us. In addition, if any unauthorized use of your User Account involves an unauthorized payment, you agree to immediately notify the issuer of the relevant electronic payment method, your banking institution, or operator of the Wallet Service, as applicable.
- j. You will not use or exploit any errors in the design or features that have not been documented (any of which is a “**Bug**”) to gain access to the App in any way that is not generally known and intentionally made available by us, and you agree to promptly report to us the discovery of any such Bugs.
- k. You will not attempt to circumvent any App security features or functions to gain access to Valero systems or networks.
- l. You will not use the App to engage in any conduct that would constitute criminal activity or give rise to any civil liability.
- m. You will not use the App in any manner that we, as determined in our sole discretion, consider unreasonable or objectionable.
- n. Valero will not be liable for any losses caused to you or any third party as a result of unauthorized use of your User Account resulting from your failure to comply with these Terms. To the full extent permitted by applicable law, if Valero is found to be liable to any third party as a result of any unauthorized use of your User Account resulting from your failure to comply with these Terms, you agree to indemnify Valero for any expenses incurred by Valero in connection with that liability.
- o. Valero may disable, suspend or terminate your User Account and/or your ability to use the App at any time, in its sole discretion. In addition, if you violate the Terms of this Agreement, you will be subject to termination of your User Account and/or your right to use the App.

8. Data Service to Device. The App requires your Device to be connected to the internet to operate correctly. As a result, the availability and your use of the App may be affected by factors beyond our control. We are not responsible for the unavailability of the App at any particular time. In addition, the terms of your agreement with any provider of data service to your Device apply when you use the App (“**Data Service Provider**”). You may be charged by your Data Service Provider for network access and data transfer while using the App and you are solely responsible for any such charges.

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9. External Websites and Applications. The App may contain links (each, a “*Link*”) to external websites or other applications (each, an “*External Site*”). If you activate a Link, the External Site may appear as a full screen on your Device, in which case you may need to manually cause your Device to return to the App. In other cases, activating a Link may cause the External Site to appear within the App, in which case you should be able to return to the App by using the navigation tools within the App. Links are provided in the App to help you find External Sites that may be of interest to you. You must decide whether any services or products available through any External Site are suitable for your purposes. Valero is not responsible for the content or your use of any External Site, unless the External Site is owned or maintained by Valero. The fact that an External Site is Linked to the App does not imply that: (a) Valero sponsors, licenses, endorses, is affiliated with or is otherwise connected to the External Site; or (b) Valero has authorized the Linked External Site to use any Valero Mark or any other material copyrighted by Valero. External Sites may contain terms that are different from these Terms. Valero is not responsible for the terms of any External Site, and we expressly disclaim any and all liability related to any such terms.

10. Offers, News and Information From Valero. We may send you via notifications on your Device, text, email, standard mail or other forms of digital and non-digital communication, from time-to-time, special offers, news and/or other information relating to Valero generally and/or the App (“*Other Information*”), unless you opt-out of receiving Other Information within the App or on your Device (with respect to notifications on your Device). The App may provide general information about our products and services. Any dated information is published as of its publication date only. We do not undertake any obligation or responsibility to update or amend any such information. Although we try to provide accurate and timely information, there may be inadvertent, technical, or factual inaccuracies and typographical errors. For these reasons we cannot warrant the accuracy, completeness, or timeliness of the information, text, graphics, links, or other items on the App. Your eligibility for particular products and services is subject to our final determination, restrictions, and acceptance. We may discontinue or make changes to the information, products, licenses, or services described via the App at any time. We reserve the right to terminate any or all offerings without prior notice.

11. LIMITATION OF LIABILITY AND DISCLAIMER. **YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE APP AND ANY LOSS OF DATA OR DAMAGE TO YOUR DEVICE IS AT YOUR SOLE RISK.** ALL CONTENT PROVIDED ON THE APP IS PROVIDED “AS IS” AND VALERO DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE APP, YOUR DOWNLOADING THE APP TO YOUR DEVICE, YOUR CREATION OF A USER ACCOUNT WITHIN THE APP, AND/OR YOUR USE OF THE APP. VALERO DOES NOT PROMISE THAT YOUR ENJOYMENT AND USE OF THE APP WILL NOT BE INTERRUPTED OR INTERFERED WITH, OR THAT THE OPERATION OF THE APP WILL BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL VALERO BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VALERO’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE APP. The operation of this provision may differ in jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages.

WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY VIRUSES THAT MAY INFECT OR DAMAGE YOUR DEVICES OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING OF THE APP OR YOUR DOWNLOADING OF ANY

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MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE APP. WE DO NOT WARRANT OR REPRESENT THAT YOUR USE OF MATERIALS DISPLAYED ON THE APP WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES NOT OWNED OR AFFILIATED WITH US.

12. Indemnification. You understand that you are personally responsible for your use of the App and for all User Content provided through your User Account. You agree to indemnify, defend, and hold us, and each of our officers, directors, employees, and agents (the “*Indemnified Parties*”) harmless from and against any loss, damage, liability, cost, or expense of any kind (including reasonable attorneys’ fees) that the Indemnified Parties may incur in connection with a third-party claim, or otherwise, in connection with your use of the App, User Content and/or your violation of this Agreement and/or your infringement on the rights of any third party.

13. Security. Valero is committed to ensuring that commercially reasonable security measures are deployed in the App to protect your User Content and your Account Information, and we have taken steps to help protect against the unauthorized access of your personally identifiable information under our control. Although we use administrative, technical, and physical security measures to protect your personal information, the Internet is a public network, and we cannot guarantee that any information transmitted or transactions conducted via the Internet is absolutely secure or that a third party will not be able to access or intercept such information. We suggest that you routinely scan your Devices using a virus protection product as an undetected virus may negatively impact your use of the App.

14. Jurisdiction; Governing Law. You agree that this Agreement will be governed by, construed and enforced in accordance with the laws of the State of Texas, USA (unless otherwise expressly set forth to the contrary), as it is applied to agreements entered into and to be performed entirely within the State, and applicable federal law without regard to conflict of laws principles. Any action you bring to enforce this Agreement or any matters related to the App shall be brought in either the State or Federal Courts located in Bexar County, Texas.

15. Miscellaneous Provisions. This Agreement is the entire agreement between you and Valero. It supersedes and replaces any and all prior agreements between you and Valero relating to your use of the App. Valero’s failure to exercise or enforce any right under this Agreement will not waive that right. If any provision of this Agreement is void or unenforceable in whole or in part, the remaining provisions shall not be affected.