



**DINOPAY® TERMS AND CONDITIONS**  
**(Effective Date June 25, 2026)**

To download and/or print these DINOPAY® Terms and Conditions, click [here](#).

**Introduction**

These terms and conditions, including any terms incorporated herein by reference and Sinclair’s Privacy Policy (collectively, the “**Terms**”), constitute a binding agreement between you and HF Sinclair Corporation (together with its affiliates, successors, assigns and subsidiaries, which Sinclair now owns or may own in the future (referred to collectively herein as “**Sinclair**”, “**us**” or “**we**”) relating to your use of any DINOPAY App, platform, and associated Service (as defined below).

The “**Service**” includes DINOPAY, which is a program that permits registered users to earn rewards and receive other promotions and offers (collectively “**DINOPAY**”). The Service also includes the DINOPAY App, which allows users to register valid, permitted, and qualifying payment cards into the DINOPAY App and to use such payment cards to complete certain transactions at participating locations (“**Sinclair Locations**”) and/or to receive rewards and other benefits on purchased items with DINOPAY. The Service may include any other promotion, app, or program that Sinclair may, in its discretion, decide to use, incorporate, or implement as part of DINOPAY now or in the future.

**PLEASE READ THESE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS**

Use and access of DINOPAY, the Service, or any other service provided through DINOPAY constitutes acceptance of these Terms and you agree to be bound by these Terms. The content on this website is targeted only to adults. You represent and warrant that you are eighteen (18) years of age or older, have a legal residence in the United States, and that you are capable of entering into a legally binding agreement. If you are between sixteen (16) and eighteen (18) years of age, you may only use DINOPAY and the Service under the account of your parent or legal guardian who is at least eighteen (18) years of age and agrees to be bound by these Terms. Your right to use DINOPAY and the Service is conditioned upon your acceptance and compliance with these Terms. If you do not agree to be bound by these Terms, you are not authorized to use DINOPAY or the Service and you should delete or uninstall DINOPAY immediately and discontinue any access to or use of the Service. In the Terms, “you”

or “Your” means all persons responsible for complying with these Terms, including any persons that you authorize to use DINOPAY, the Service, or your account.

## 1. Enrollment

- A. You must complete the enrollment process in the DINOPAY App to register as a user to use DINOPAY and the Service. The enrollment process will ask you for information including your name, phone number, and other personal information to register. You may provide information on payment cards upon registration (“Payment Card”), but are not required to do so unless you want to select contactless payment in the DINOPAY App.
- B. You are not a member of DINOPAY until you have fully enrolled. This includes acknowledging these Terms. Before you fully enroll, you are still subject to these Terms. Until you fully enroll, you are not eligible to redeem DINOPAY.
- C. Once enrolled, you will receive your discount or offers on purchases at Sinclair-branded locations, available only at participating stations. As of the Effective Date of these Terms, you will be eligible to save (a) 15 cents or more per gallon on fuel purchased with Mobile Advantage™ (defined below) in the DINOPAY App, up to 25 gallons; or (b) 10 cents or more per gallon on fuel purchased with a Payment Card in the DINOPAY App up to 25 gallons. These offers are subject to change, in Sinclair’s sole discretion, even if Sinclair has not updated these Terms to reflect any such changes. **To receive and experience all benefits and offers, you must use the DINOPAY App for purchases and redemptions.**
- D. You may have the option to register for DINOPAY by entering your telephone number at the pump. Where available, providing your phone number allows recurring messages from the shortcode 69525, and you may text STOP to stop receiving messages. Auto marketing messages may be sent to the number used at opt in. Consent is not condition of purchase. Message and data rates may apply, and mobile carriers are not liable for delayed or undelivered messages. You will receive a text that includes a link to download the DINOPAY App where you can complete your registration.
- E. In most instances, the DINOPAY App will reflect purchase information and rewards in real time or within 48 hours. We are not responsible for any failure or delay of the issuer of a Payment Card to provide us with the necessary information to credit rewards to your account. In our sole discretion, we may hold earned rewards in a pending status for certain purchases, such as those that are suspected of fraud. If so designated with a pending status, you will not be able to see the rewards in your account nor will you be able to use the rewards until we release them to your account.
- F. You acknowledge and agree that use of DINOPAY and the Service are limited to registered users of DINOPAY that have enabled use of DINOPAY and the Service. Sinclair reserves the right to approve, deny or revoke your enrollment to use of DINOPAY and/or Service for any reason.

## 2. Use of Data

- A. By participating in DINOPAY, you hereby agree to be subject to Sinclair’s Privacy Policy located at <https://www.sinclairoil.com/privacy-policy>, which may be updated from time to time, in Sinclair’s sole discretion. **For more details on the information that Sinclair collects, please read Sinclair’s privacy policy.** You authorize Sinclair to monitor

your DINOPAY, DINOPAY App, and Service account activity. We have the right to take any necessary legal action based on suspected or possible fraud, abuse, or suspicious activity in connection with your account or any of your activities relating to DINOPAY, DINOPAY App, or Service including suspending your access to the Service. You agree that we may take any such action and agree that you will cooperate with any related investigation regarding such account activity. If you are engaged in such activity, you may be liable for monetary losses, including litigation and/or arbitration costs and damages.

- B. You understand that Sinclair may collect certain information about you when you use the DINOPAY App, including, but not limited to, your geographic location, your MAC address, the operating system of your device, the type of device you use, your device's unique ID, the type of mobile Internet browsers you use, session start and stop times, your time zone, your network status, your internet service provider, language preference, information about the way you use the DINOPAY App (across multiple sessions), and any other information tied directly or indirectly to your device. Your use of the DINOPAY App constitutes your consent to allow Sinclair to record and use this information.
- C. You understand that DINOPAY, the DINOPAY App, and the Service use your telephone number to identify your account, authenticate transactions, and deliver essential communications related to your participation. This may include, but is not limited to account verification, security alerts, transactions confirmations, and service-related notifications. By providing your telephone number, you consent to receive these communications, including SMS/MMS messages and automated notifications, as necessary to support your use of the service. Message and data rates may apply.
- D. DINOPAY may also use your information to analyze and understand your shopping behavior based on your purchases at our locations so that we can provide you with personalized offers and marketing communications which we think will be of interest to you. To help us better understand you as a customer, we may also analyze how you use the reward program and how you interact with our app and other marketing channels, including assessing the effectiveness of our offers and marketing communications. As part of this, we may provide tailored DINOPAY offers and advertisements when you are browsing the internet, using cookies.
- E. You represent that all information you provided during enrollment and throughout your interactions with DINOPAY are true and accurate. You agree to update your information, as necessary to maintain its truth and accuracy. You are responsible for all activities that take place under your account and for maintaining the confidentiality of your passwords, personal identification number ("PIN"), and Payment Card.

### **3. Program Responsibility**

- A. Sinclair makes no guarantees, warranties, or representations of any kind concerning DINOPAY or the Service. You release Sinclair and its affiliates and partners from liability regarding or connected to any earning, redemption, and use of DINOPAY.
- B. You acknowledge and agree that you have no ownership rights in your DINOPAY account. You further acknowledge and agree that you have no third-party beneficiary rights in any other contract between us and a third-party, and that the only relationship with you created by these Terms is one between you and us.

- C. DINOPAY or the Service are void where prohibited by federal, state, or local law or regulations. Sinclair has no other obligation with respect to the DINOPAY or the Service beyond those described in these Terms.
- D. DINOPAY and the Service are intended for operation, and for users located, within the United States only and are not intended for use outside of the United States. You are prohibited from accessing or using them from outside the United States.
- E. You agree to use DINOPAY, the DINOPAY App, or the Service only for personal, non-commercial purposes, and will not do so to violate any laws.

#### **4. Mobile Advantage™ and Registering Payment Cards**

- A. You can add the following payments to your DINOPAY mobile wallet in the App: Mobile Advantage™, MasterCard, Visa, American Express, Discover, Apple Pay, and Google Pay. Upon making this selection, transactions made using the DINOPAY App at participating Sinclair Locations will be charged to your designated Payment Card, as applicable. Activation of this feature on DINOPAY constitutes your authorization of all purchases made from your mobile device using DINOPAY. The DINOPAY App will not accept all credit cards. In addition, Sinclair reserves the right to change, from time to time, the credit cards which may be linked to your account through DINOPAY. Sinclair further reserves the right to disable any credit cards already linked to your account at any time and for any reason. Sinclair reserves the right, in its sole discretion, to decline any transaction with such card, or deactivate such card from your DINOPAY mobile wallet, in the event Sinclair believes or suspects there has been any fraudulent activity on such card or such card is reported lost or stolen.
- B. By registering a Payment Card in DINOPAY, you represent and warrant that you are the holder of the associated account or an authorized user thereof and that such account is valid. When you provide a payment credential to us, you authorize the DINOPAY App to collect and store that payment credential, along with other related transaction information. When you fund a transaction, you authorize us (and our designated payment processors) to charge the full amount to the payment credential you designate for the transaction.
- C. Mobile Advantage™ allows you to link your banking information to make an automated clearing house (ACH) transaction, which allows you to make purchases by linking your DINOPAY purchases to your bank account (“Mobile Advantage™”). To open a Mobile Advantage™ account, you must separately enroll for it in the DINOPAY App. As of the Effective Date of these Terms, as explained in Section 2 above, when you pay for a transaction at a participating Sinclair-branded station using the DINOPAY App using your linked Mobile Advantage™ as the payment method, you will receive an additional promotional savings; review the DINOPAY App for the most current offers & offer details. These offers are subject to change, in Sinclair’s sole discretion, even if Sinclair has not updated these Terms to reflect any such changes.
- D. Sinclair is not the issuer of any Payment Card and is not responsible for determining whether any transaction initiated by you will be approved. For questions concerning your Payment Card or transactions on your Payment Card account, you must contact your issuer.

- E. You agree that you will exercise reasonable care in safeguarding any device on which you have installed DINOPAY and keep your user name, password, and personal identification number (“PIN”) confidential and secure, and that you will notify Sinclair immediately if you believe that a fraudulent or unauthorized transaction has been conducted using the Service or if you become aware of any other breach of security relating to the Service. Notwithstanding the foregoing, you acknowledge that your rights with respect to, and the procedures that you must follow for resolution of, fraudulent or unauthorized charges to your Payment Card account are as set forth in your agreement with the issuer of your Payment Card. These Terms do not create any responsibility of Sinclair to notify your issuer of fraudulent or unauthorized charge activity or to take any action on your behalf with respect thereto.

## **5. Earning and Redeeming DINOPAY Rewards**

- A. By participating in any DINOPAY program that Sinclair may offer, you are agreeing to accept and be bound by these Terms. Sinclair makes no representation or warranty that DINOPAY or any Service will be available at any given time and/or at any participating Sinclair Location or that any given transaction will be able to be completed using the Service.
- B. To use DINOPAY to make purchases inside the convenience store, follow the instructions on the DINOPAY website or in the App.
- C. If available you may be able to enter your phone number at either the pump or inside at the register to participate in DINOPAY, or to earn and redeem DINOPAY rewards. This option may not be available at all locations, and is available at Sinclair’s discretion. The mobile phone number that was used to validate the registration of your DINOPAY account will be the phone number tied to your account. Before paying for a qualified purchase, enter that phone number either at the pump or inside at the register to participate in DINOPAY.
- D. Rewards are automatically applied to purchases made with the DINOPAY App at participating Sinclair-branded locations, provided that purchases are made with a valid Payment Card in the DINOPAY mobile wallet or with a valid linked Payment Card used at the pump or inside the store.
- E. You cannot use rewards for: any purchases excluded by law; the value of any reward or coupons outside of DINOPAY; purchases that a particular Sinclair Location rule ineligible for DINOPAY; non-participating Sinclair-branded locations; or taxes on purchases. DINOPAY rewards cannot be redeemed on ~~tobacco products, alcohol,~~ air, lottery, services, or any item sold directly by a third party.
- F. You can only use one registered DINOPAY account per transaction. There is no ability to stack rewards from multiple DINOPAY accounts.
- G. Rewards may vary depending on the offers, programs, and promotions in effect at any given time. Sinclair reserves the right in its sole discretion to amend redemption rights with respect to any DINOPAY offers, programs, or promotions it runs now or in the future, even if Sinclair has not updated these Terms to reflect any such changes.
- H. You agree that your use of DINOPAY is at your own risk and that you will not use DINOPAY while operating a vehicle (also known as distracted driving). You also

agree to follow safety guidelines or warnings posted or made available (i) at the Sinclair station at which you use your DINOPAY App and (ii) by your wireless carrier.

- I. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services as a result of your use of DINOPAY, the Service, or any other services provided through DINOPAY.
- J. You may access your transaction history through DINOPAY. Your transaction history will contain certain information concerning the transactions conducted with your account through the Service. Fuel prices are displayed on the entrance to the site and at all pumps. When using DINOPAY to purchase fuel, you will always be charged the stated credit card price, where applicable, unless otherwise designated on applicable price signage at the location.
- K. To review your DINOPAY status or purchases, please log in to your account on the DINOPAY app.

## **6. Communication and SMS Terms**

- A. Except as otherwise required by U.S. federal law, you acknowledge and agree that we may provide any notice permitted or required under these Terms via mail, email, posting on our website, SMS, in-app or push notification, or any other reasonable means. By using DINOPAY, you acknowledge and agree that we may communicate electronically with you regarding DINOPAY or the Service. These communications may include notices about your account (e.g., change in password or Payment Card, confirmation e-mails, and other transactional information) and/or notices about special offers, news, and information related to DINOPAY. These communications are part of your relationship with Sinclair. Such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by us. You should maintain copies of such electronic communications.
- B. By enrolling in DINOPAY, you agree to receive SMS or MMS marketing messages from Sinclair. Message frequency varies by user. Message and data rates may apply. To opt out of the DINOPAY messaging program, send the word STOP to [69525](tel:69525) at any time. You may continue to use DINOPAY or the Service if you opt out, and you will not receive marketing communications but you will continue to receive operational communications. You understand and agree that text messages sent to your mobile phone/device may be generated using automated technology. Your consent to receive text messages is not required to make a purchase. By subscribing to DINOPAY, you and any other user associated with the account phone number consent to receive automated text messages from Sinclair and its affiliates, other parties within Sinclair, and their affiliates.
- C. Message & data rates may apply – this can be checked with your mobile service provider. Charges are billed and payable to your mobile service provider or deducted from your prepaid account. Consent is not a requirement for purchase.
- D. Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name and the date, time, and content of your messages. We may use this information to contact you and to provide the services you request from us. Alerts sent via SMS may not be delivered if the mobile phone is not in range of a

transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the wireless carrier may interfere with message delivery. The wireless carrier does not guarantee that alerts will be delivered and will not be held liable for delayed or undelivered messages. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator.

- E. For information on data collection and use, please read Sinclair's Privacy Policy at <https://www.sinclairoil.com/privacy-policy>.
- F. Oklahoma residents: By executing the agreement, you authorize the person making or allowing the placement of a telephonic sales call to deliver or cause to be delivered a telephonic sales call to you using an automated system for the selection or dialing of telephone numbers or the playing of a recorded message when a connection is completed to a number called; and you are not required to directly or indirectly sign the written agreement or to agree to enter into such an agreement as a condition of purchasing any property, goods, or services.

## **7. Additional Obligations**

Sinclair is not responsible for any tax liability related to DINOPAY or the Service. Any disputes concerning DINOPAY or the Service will not affect your payment obligations for your fuel purchases. We are not responsible for any disputes among you or any authorized users relating to DINOPAY or the Service.

## **8. Changes to Services or Rewards; Right to Modify Terms; Right to Terminate**

- A. You understand that Sinclair may change these Terms, DINOPAY, or the Service.
- B. Sinclair may suspend or terminate your rights in and to DINOPAY or the Service or any other services accessible through DINOPAY, at any time, with or without notice, in Sinclair's sole discretion including, without limitation, if a newer version of DINOPAY or a service thereof is available, to improve DINOPAY, DINOPAY App or the Service or any functionality thereof; to add or remove your access to a service accessible through DINOPAY; to improve ease of use for you or Sinclair; to correct an error or bug; to prevent or discontinue harmful or improper access to DINOPAY or the Service; to prevent or discontinue unauthorized use of the DINOPAY or the Service; to comply with a platform provider or governmental or regulatory authority request; to comply with a statute or judicial order; or for any other reasons deemed necessary or prudent by Sinclair in its sole discretion. We may provide notice to you of such changes or any suspension or modification to the extent required by applicable U.S. law.
- C. Sinclair reserves the right, at our sole discretion, to add and remove features and capabilities from DINOPAY or the Service and to create limits on the use of DINOPAY or the Service, including, without limitation, additional registration or verification requirements or geographic restrictions, at any time and without notice.
- D. Sinclair may, with or without notice and in its sole discretion, modify, restrict or waive any of these Terms at any time. Your continued use of DINOPAY or the Service constitutes your acceptance of any changes to these Terms. You are responsible for

remaining knowledgeable of any changes that Sinclair makes to the Terms. The most current version of these Terms will be available on the Sinclair website and will supersede all previous versions of these Terms.

- E. Sinclair may, with or without notice and in its sole discretion, terminate, or suspend DINOPAY or the Service at any time.

## **9. Intellectual Property and Restrictions**

- A. You acknowledge and agree that Sinclair and/or its licensors, affiliates, partners, agents, and successors own all legal right, title, and interest in and to DINOPAY or the Service, and any trademarks and other logos, product and service names which are all owned by or licensed to Sinclair Oil. Users of this Service agree not to display these marks or use the content in any manner without prior written permission of Sinclair Oil. Any other trademarks and content on this Service are the property of their respective owners.

- B. Users of this Service are prohibited from:

- a. using this website to defame or libel Sinclair Oil or its employees or other individuals and organizations;
- b. violating, or attempting to violate, the security of this website and any such violations may result in criminal and/or civil liabilities;
- c. accessing or attempting to obtain information not designated for your use;
- d. attempting to scan or test any system or network vulnerability;
- e. tampering, hacking, modifying, corrupting, or breaching any security or authentication measures without proper authorization;
- f. transmitting anything that contains viruses, Trojan horses, worms, or any other computer programs with the intent or effect of destroying, damaging, disrupting or;
- g. in any other way, impairing functionality or operation of this website or violating or infringing the rights of any person or entity, or committing any crime.

## **10. Linked Destinations, Promotional Offers, and Feedback**

You understand that Sinclair may include services, materials, or goods advertised, promoted, sold, or otherwise made available through a third party in DINOPAY or the Service or promote content in connection with your use of DINOPAY. Sinclair does not have responsibility or liability for such advertisements or promotional offers of any third parties that may be provided. Any dealings you have with those third party advertisers while using DINOPAY or the Service are between you and the third party advertiser, and you agree that Sinclair is not liable for any loss or claim that you may have against such advertiser. If we provide links or pointers to other websites or destinations, you acknowledge and agree that Sinclair does not operate, control, or have any other connection with these other websites or destinations and makes no warranty or representation regarding such third party sites, nor are we responsible or liable for any viruses, malware or other damaging aspects you encounter while visiting such sites. Please be careful to read the terms of use and privacy policy of any other website or destination before using such website or destination and prior to you providing any confidential information or engaging in any transactions. You may not rely on these Terms to govern your use of another website or

destination.

Should you send any submissions, suggestions, ideas, or feedback, whether related to DINOPAY or the Service or otherwise (“**Feedback**”), you acknowledge and agree that any Feedback is given voluntarily, and Sinclair is free to use, disclose, reproduce, license, or otherwise distribute and/or exploit Feedback provided to it as it sees fit, without obligation or restriction of any kind, and no further consideration or acknowledgement of any sort will be provided to you. Further, you hereby irrevocably and forever release and waive any claim against Sinclair and its affiliates regarding the use of any Feedback for any purpose.

## **11. Termination**

These Terms shall continue in full force and effect until terminated by us or you as provided herein. You may terminate these Terms (except for those that survive termination as stated below) for convenience at any time by deleting DINOPAY from all devices that you own or control, and requesting to terminate your account. Sinclair may terminate these Terms for convenience at any time upon notice to you. Notwithstanding the foregoing, with respect to you, these Terms shall terminate without any further action needing to be taken by Sinclair upon any breach by you of these Terms. Upon the termination of these Terms for any reason whatsoever all licenses granted hereunder shall immediately terminate and you shall immediately cease and desist from all access to and use of DINOPAY or the Service, and shall immediately delete DINOPAY from all devices that you own or control. For the avoidance of doubt, notwithstanding any termination of these Terms, you remain liable for all use of DINOPAY or the Service through any device you own or control, including any transactions initiated through such use. The terms set forth in the following sections of these Terms shall survive any termination (whether by you or Sinclair) for any reason: “INTELLECTUAL PROPERTY”; “INDEMNIFICATION”; “DISCLAIMER OF WARRANTIES”; “LIMITATION OF LIABILITY”; “CHOICE OF LAW”, “DISPUTE RESOLUTION; MANDATORY ARBITRATION; CLASS ACTION WAIVER” and “ENTIRE AGREEMENT.”

## **12. Indemnification**

You agree to indemnify, defend, and hold harmless Sinclair and its subsidiaries and other affiliates, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors, and other applicable third parties (collectively “Indemnified Parties”) from and against any and all claims, demands, causes of action, debt, or liability, including without limitation attorney’s fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from:

1. your participation in DINOPAY or the Service or any other service provided in DINOPAY;
2. any breach or non-compliance by you of any of these Terms;
3. your actions or omissions; or
4. your negligence or violation or alleged and/or suspected violation of any applicable law, regulations, or any rights of a third party.

Disclaimer. DINOPAY AND THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT DINOPAY, THE DINOPAY APP, OR THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF DINOPAY OR THE SERVICE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH DINOPAY THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY RESULTING FROM THEIR USE.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SINCLAIR OR ANY OF ITS CONTRACTORS OR PROVIDERS, OR ANY OF EACH OF THEIR AFFILIATES AND SUBSIDIARIES, BE LIABLE FOR ANY DAMAGES OR INJURY ARISING OUT OF THE USE OF OR INABILITY TO USE DINOPAY OR THE SERVICE , INCLUDING, BUT NOT LIMITED TO, ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LIABILITY OF SINCLAIR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OF OR INABILITY TO USE DINOPAY OR THE SERVICE SHALL NOT EXCEED \$100.00.

*Notice for California Users:* Under California Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

### **13. Choice of Law**

These Terms are governed by and construed in accordance with the laws of the State of Utah, excluding that body of laws pertaining to conflict of laws. If any provision of these Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable.

### **14. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER**

**THE FOLLOWING TERMS CONTAIN A BINDING ARBITRATION PROVISION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECTS YOUR RIGHTS REGARDING HOW TO RESOLVE DISPUTES WITH SINCLAIR. PLEASE READ THEM CAREFULLY.**

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/OR 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.

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT THE 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 SECTION 14. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH SINCLAIR THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

YOU AND SINCLAIR 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 Sinclair) that are connected to, arise out of, or in any way relate to these Terms, DINOPAY, or the Service. Notwithstanding this agreement to arbitrate, you and Sinclair 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.

Opt Out: You may opt out of this dispute resolution provision (except the jury trial waiver and class action waiver) by notifying Sinclair in writing of that intent within thirty (30) days after acceptance of these Terms by sending a letter stating that you are opting out of this dispute resolution provision to Sinclair via U.S. mail to: Sinclair Oil LLC, 324 S. State Street, Suite 500, Salt Lake City, UT 84111. Exercising this right, should you choose to do so, will not affect any of the terms of your agreement with Sinclair. If you opt out of the dispute resolution provision, that opt out will remain in effect if Sinclair modifies this section in the future.

Class Action Waiver: You and Sinclair agree that all claims or disputes between you and Sinclair will be arbitrated individually, and **THAT THERE WILL BE NO CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTIONS IN ARBITRATION.** If you or Sinclair 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 Sinclair 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 Sinclair. 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 remaining sections of this Section 14 will still apply to any claim or dispute between you and Sinclair.

Arbitrator Authority: The arbitration between you and Sinclair 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. You and Sinclair 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. 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 Sinclair and these Terms. Review of arbitration decisions in the courts is very limited.

Arbitration Procedures: You and Sinclair agree that these Terms 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](http://www.adr.org) or by calling 1-800-778-7879. As applicable as determined by AAA, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$100,000 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 Sinclair via U.S. mail to 324 S. State Street, Suite 500, Salt Lake City, UT 84111. You must also comply with the AAA's rules regarding initiation of arbitration. Sinclair 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 or applicable law. Sinclair 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, Sinclair will pay your reasonable attorneys' fees and costs. The arbitration will be held in a mutually convenient location.

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 Sinclair 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 Sinclair if, for any reason, the arbitration agreement is not enforced. You further agree that in any claims or disputes between you and Sinclair there will be no class, representative, or consolidated actions and neither you nor Sinclair may participate in a class or representative action as a class member.

Survival: This dispute resolution provision survives the termination of these Terms with Sinclair. If you bring a claim against Sinclair after termination of these Terms that is based in whole or in part on events, act or omissions that occurred while you were a Sinclair customer, this dispute resolution provision shall apply.

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 through DINOPAY.

### **C. Assignment**

Except as expressly set forth herein, you may not sell, assign or transfer any Service or other benefit you receive, any other aspect of your DINOPAY or the Service account, or any of your rights or obligations under these Terms, whether by operation of law or otherwise. We may sell, transfer, or assign the DINOPAY or the Service account, in whole or in part, at any time, without notice to you. If we make such an assignment, the sole responsibility for the matters assigned, including any obligations to you, will lie with the party to which we make the assignment, and we will be released from any responsibilities or obligations.

**D. Entire Agreement and Statement of Non-Reliance**

These Terms together with any other terms and conditions, policies or agreements referenced herein, constitutes the sole and entire agreement between the parties concerning the subject matter hereof. You also expressly acknowledge and agree that you are not entitled to rely upon, and have not relied upon, any representation or warranty by Sinclair that is not expressly stated in these Terms, and that no employee or agent of Sinclair is authorized to make any such representation.