

UltraONE® Driver Rewards Club Program Official Rules – February 1, 2024

Description of Program

1. The UltraONE Driver Rewards Club Program (the “Program”) is a program where members can earn and obtain points (“UltraONE Points”) and credits (“UltraCredits”) which are redeemable for various benefits, merchandise and/or prizes. These Official Rules (“Official Rules”) 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 UltraONE Redemption Center kiosk (a “Kiosk”), or (c) by completing an enrollment form on the **TruckSmart®** 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, street address or P.O. Box, apartment number, city, state or province, ZIP or Postal Code, telephone and/or cell phone number including area code (the “Account Phone Number”), date of birth, and a pin code (“PIN”). PINs must be activated through customer service by calling 1-800-632-9240. Providing fictitious, incorrect or false information may result in termination of your Account and forfeiture of all existing UltraONE Points, UltraCredits and any other benefits.
2. TA will no longer mail physical UltraONE Club membership cards (each, a “Card”) to Account holders upon completion of enrollment. Members in possession of Cards previously issued by TA will be able to continue use of such Cards as provided herein.
3. By using and/or enrolling and by providing your individual information, you agree to abide by the current Program Official Rules, which are subject to change from time to time and can be found at www.ta-petro.com/ultraone. Further, you consent to TA’s collection, use and disclosure of your information in connection with the Program and in accordance with the privacy policy at www.ta-petro.com.
4. 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 Official Rules, in whole or part, at any time with or without notice. Changes may revise, for example, rules for earning or using UltraONE Points and/or UltraCredits, 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 UltraONE Points, UltraCredits or Certificates (as such term is hereafter defined) already accumulated, and may also result in forfeiture of unused UltraONE Points, UltraCredits or Certificates.
5. 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 UltraONE Points received for every gallon (or equivalent) of diesel fuel/DEF purchased, increasing or decreasing levels or number of UltraONE Points received per amount spent at all participating TA Truck Service® shops or required for a reward or UltraCredit, 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 Official Rules at www.ta-petro.com/ultraone (the “Website”).
6. UltraONE Points, UltraCredits, Certificates and awards are not redeemable for cash, and may not be transferred, purchased, sold, or bartered.
7. You must take proper care to protect your Account and Account information. This includes but is not limited to regularly checking transactions, keeping your Card, if applicable, in a safe place, and keeping your Account secure at all times by not sharing your Card, PIN or any Account information with others, properly exiting a Kiosk when finished using it, and keeping Certificates in a secure place. If you suspect suspicious activity on your Account please contact customer service immediately at 1-800-632-9240. Please note that for security reasons, UltraONE customer service is not permitted to provide Account numbers over the phone. PIN numbers will be provided over the phone only with a valid Account number and other verification information.

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 driver-rewards club sponsored by TA.
2. TA reserves the right to determine eligibility in the Program. TA reserves the right to disqualify anyone and terminate any member for any reason, including but not limited to any actions meant to abuse the Program, circumvent the Official Rules, 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 UltraONE Points or other Program rewards or benefits must have an Account in his or her name or must use his or her Card (if in possession of one) or an Account Phone Number and activated PIN. This includes but is not limited to team drivers – including husband and wife teams – who must each have a separate Card or a separate Account Phone Number and activated PIN.

Membership Levels

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

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

2. UltraONE 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, UltraONE Platinum benefits will be activated. Your UltraONE membership Account will be updated to UltraONE Platinum status and any UltraONE Points and UltraCredits you have earned will remain on your Account. In order to maintain UltraONE Platinum level membership, you must qualify (i.e. earn the requisite number of UltraONE Points) each calendar year. Otherwise, membership status may be reduced. If membership status is reduced, your UltraONE Platinum benefits will expire on the last day of the applicable calendar year and Standard level benefits will be activated.

Earning UltraONE Points

1. Members earn UltraONE 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 UltraONE Points. UltraONE 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 (i) present your Card or (ii) enter your Account Phone Number and PIN. When paying for diesel fuel or DEF at the pump, UltraONE Points will be issued for purchases only if your Account is active and if, at the appropriate time at the pump you (i) swipe your Card or (ii) enter your Account Phone Number and PIN.
2. UltraONE Points are earned as follows:
 - a. **Diesel Fuel and DEF:** One (1) UltraONE Point for every gallon (or equivalent) purchased.
 - b. **Additional UltraONE Points on Diesel Fuel and DEF:** Members have the opportunity to earn more UltraONE 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 UltraONE 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 January 1, 2024 (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 Standard member purchased 1,100 gallons in January 2024, the member would earn one UltraONE Point per gallon in January 2024 (per Section 2a above) and three (3) UltraONE Points per gallon purchased during the month of February 2024 (one (1) UltraONE Point per gallon purchased (per Section 2a above) plus two (2) additional UltraONE Point for reaching Third Gear in January (per Section 2b above)). If the same member then purchased 600 gallons in February 2024, the member would earn one (1) UltraONE Point per gallon purchased (per Section 2a above) in March, but no additional UltraONE Points since only First Gear was reached in February).

- c. **TA Truck Service Shops:** One (1) UltraONE Point per dollar spent (UltraONE Platinum level members earn two (2) UltraONE 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) UltraONE Points per tire purchased for Standard Members and four hundred (400) UltraONE points per tire purchased for Platinum Members;; no other products or services purchased on a National Tire Account work order qualify for UltraONE Points.
 - d. In cases where additional UltraONE Points are being offered to members, UltraONE Platinum members will receive the better of the two offers, but not both. For example, if members are offered five (5) UltraONE Points for every

dollar spent in the TA Truck Service Shops, then UltraONE Platinum level members will earn five (5) UltraONE Points instead of the standard two (2) UltraONE Points.

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

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

4. You only earn UltraONE Points for purchases/transactions that you make and pay for. You may not share Accounts, have UltraONE Points allocated to other members, transfer awards/benefits, or receive UltraONE Points or any rewards from other members. By participating, you agree not to attempt to gain or accept UltraONE Points from purchases made by other members. UltraONE Points are not redeemable for cash. TA reserves the right to reduce or eliminate UltraONE Point balances 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 UltraONE Points for purchases not made and paid for by the member.
5. UltraONE 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. UltraONE 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 swiping a Card or entering his/her Account Phone Number and PIN if he/she believes that UltraONE Points were not properly issued to his/her Account after making a qualified purchase. UltraONE Points will not be added to an Account if a member fails to contact customer service within such time period.

Expiration of UltraONE Points

1. UltraONE 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 UltraONE Points being added via a qualifying purchase. In order to earn and redeem UltraONE Points, an Account must be active. An Account can be reactivated by contacting UltraONE toll-free at 1-800-632-9240.
2. UltraONE Points will automatically expire if not redeemed within twenty-four (24) months from the date of issuance.

Redeeming UltraONE Points

1. UltraONE Points and other rewards can be redeemed at Kiosks located at all Locations. UltraONE Points are redeemed by scanning or swiping your Card and entering your birthday (MMDDYYYY) or by entering your Account Phone Number and PIN 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. UltraONE 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, UltraONE Points can also be redeemed using the TruckSmart 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 UltraONE 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. UltraONE 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 UltraONE Points, UltraCredits, or on purchases made using UltraONE Points, Certificates or other rewards. UltraONE Points, Certificates and other rewards are not redeemable for cash, and are not transferable.
9. Purchases (including Website Purchases) made with UltraONE Points, Certificates or rewards may be returned for exchange only (i.e. no cash refunds). TA will not credit UltraONE Points or rewards back to the Program Account for returned merchandise. TA will not issue UltraONE 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 UltraONE Points through other retailers or consumer product companies, if applicable. Those rules will be posted on the Website.

Redeeming UltraONE Points for Reserved Parking

1. Members can redeem UltraONE Points for Reserved Parking at Locations only as follows: Reservations for Reserved Parking must be made using one of the following methods:
 - TruckSmart App (iOS and Android)
 - Kiosk
 - Reserve-It® website
 - At the Location Fuel Desk
 - By calling Customer Service at 1-800-632-9240
2. Members can redeem UltraONE Points for Reserved Parking according to the following schedule:
 - 1,950 UltraONE Points are required to reserve a single standard parking space for one (1) day
 - 3,900 UltraONE Points are required to service a single Wide-Truck parking space for one (1) day
 - 1,000 UltraONE Points are required to reserve a single Bobtail/RV/Expediter parking space for one (1) day
3. UltraONE Points can only be used to make reservations for Reserved Parking when a member has sufficient UltraONE Points in the Account to reserve the type of space requested. Once a member redeems UltraONE 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 UltraONE 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.
4. Members cannot use Certificates to pay for Reserved Parking.

UltraCredits

1. One (1) UltraCredit 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 UltraCredit. UltraCredits added to an UltraONE Platinum Member's Account expire ten (10) days after the date of the qualifying purchase. UltraCredits 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 UltraCredit(s) shall expire ten (10) days after the date of the qualifying purchase.
2. UltraCredits 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. UltraCredits 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) UltraCredit in any one (1) Calendar Day (defined as 12AM EST to 11:59 PM EST). UltraONE Platinum members can earn no more than two (2) UltraCredits in any one (1) Calendar Day. No more than two (2) UltraCredits can be redeemed from the same member Account in any one (1) Calendar Day. Members can accumulate no more than ten (10) UltraCredits in their Account at any given time.
4. UltraCredits 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 UltraCredits" button on the Member Services screen, then selecting the "Redeem for Shower" button (once the "Shower Now" screen is confirmed, the redeemed shower UltraCredit can be used at that Location only); or (ii) through TruckSmart (if a member's UltraONE Account is set up on the TruckSmart app) by using the Instant Shower feature, selecting the Location and selecting "Shower Credit" (once the "Shower Confirmation" screen is confirmed, the redeemed shower UltraCredit can be used at that Location only). TA will not restore UltraCredits 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 UltraCredit 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 UltraCredit. 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 UltraCredits" 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 UltraCredits" 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 UltraCredits" at check out; (ii) through TruckSmart (if a member's UltraONE account is set up on the TruckSmart app) by using the Reserve-It! reservation system. Members will make the reservation and select "Pay with UltraCredits" at check out; (iii) through the Reserve-It! Website. Members will make the reservation and select "Pay with UltraCredits" at check out; (iv) by calling into customer service at 1-800-632-9240; or (iv) at the Fuel Desk at a Location.
5. By participating in the Program, you agree not to attempt to gain or accept UltraCredits from other members. UltraCredits are not transferable and are not redeemable for cash. TA reserves the right to reduce or eliminate UltraCredits from accounts at its sole discretion due to improper use of the Program.

Lost or Stolen Cards

1. If your Card is lost or stolen, immediately contact UltraONE toll-free at 1-800-632-9240. Your lost or stolen Card will be de-activated and all UltraONE Points, UltraCredits and rewards can be credited to a new Account.
2. When transferring to a new Account as a result of a lost or stolen Card, you will be required to set up a new Account in accordance with Section 1 of the "Description of Program" section above. An Account balance transfer to a new Account will not be made unless proof of identity is confirmed.

Special Offers

1. TA or vendor partners of TA may periodically offer Program members the opportunity to earn additional UltraONE Points or UltraCredits 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.

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.
2. Earning UltraONE Points, UltraCredits, rewards, showers and/or other credits and redemption of awards is 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 UltraONE Points, UltraCredits or some other benefit, the member's exclusive remedy shall be the issuance of the improperly denied UltraONE Points, UltraCredits, 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 reserves the right to correct any UltraONE Point value or other benefit granted in error. In the event TA improperly denies UltraONE Points accrual or membership benefits, TA's liability is limited to the proper posting of UltraONE Points or benefits.
5. 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 UltraONE Points, UltraCredits 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 LAWS 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.**
6. TA may provide marketing and promotion communications relating to the Program to members via email and/or text message. 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.
7. This Program is governed by the laws of the United States and the State of Ohio, without respect to conflict of law doctrines. As a condition of participating, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ohio having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than member's actual out-of-pocket expenses, and member further waives all rights to have damages multiplied or increased.

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