

ELECTRONIC MESSAGING DISCLAIMER

Love's Travel Stops & Country Stores, Inc. and its affiliates (each and collectively, "Company") permits the utilization of electronic mail, instant messaging, chat rooms, text messaging and other forms of electronic communication (collectively, "Electronic Communications") in the furtherance of business activities and as otherwise consistent with Company policies. This Electronic Messaging Disclaimer (the "Disclaimer") shall apply to all Electronic Communications (i) occurring through the use of Company equipment, facilities or devices; (ii) related to Company business; and/or (iii) with a Company employee. YOUR PARTICIPATION IN ANY SUCH ELECTRONIC COMMUNICATIONS SHALL CONSTITUTE YOUR CONSENT TO AND AGREEMENT WITH THE FOLLOWING:

- 1. You agree to assume all risks associated with Electronic Communications;
- You understand that Electronic Communications are not private and are subject to monitoring, archiving and review by Company in its sole discretion; provided however, Company shall not have and hereby disclaims any duty to maintain Electronic Communications for any reason (except to the extent required by law);
- 3. Company expressly prohibits harassing, discriminatory, offensive or otherwise inappropriate Electronic Communications;
- 4. Company may block, prohibit or restrict the use of Electronic Communications at any time;
- 5. Company shall not be obligated to process, act upon or respond to Electronic Communications (regardless of whether a communication window has been opened and/or recent communications have occurred);
- 6 Company shall not be obligated to honor any order, trade, request, instruction, cancellation or other communication unless and until Company transmits express confirmatory documentation of its agreement to the same;
- 7. You agree to comply with all applicable laws, rules and regulations related to Electronic Communications and understand that Company shall not be obligated and hereby disclaims any duty to ensure such compliance by you;
- 8. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPANY (AND THE OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES THEREOF) HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES (INCLUDING WITHOUT LIMITATION, LOSS OF PERSONAL OR PROPRIETARY INFORMATION), COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), OF WHATEVER KIND OR NATURE AND IN ANY MANNER DIRECTLY OR INDIRECTLY ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM (i) ELECTRONIC COMMUNICATIONS; (ii) THE UNAVAILABILITY OF ELECTRONIC COMMUNICATIONS; AND/OR (iii) ANY ACTION YOU MAY OR MAY NOT TAKE BASED UPON ELECTRONIC COMMUNICATIONS;
- 9. This Disclaimer shall be governed by the laws of the state of Oklahoma; AND
- 10. Company reserves the right to amend or alter the terms of this Disclaimer at any time and without notice.