

## MyIrvig Mobile Application - End User License Agreement

**Last Updated:** January 21, 2020

This End User License Agreement (“**EULA**”) is a binding agreement between you, the individual user of the MyIrvig Mobile Application (“**you**”) and Irving Oil Marketing, Inc. (for US residents) or Irving Oil Marketing GP (for Canadian residents) (collectively, “**Irving Oil**”). This EULA governs your use of the MyIrvig Mobile Application (the “**Application**”).

BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. License Grant. Subject to the terms of this EULA, and subject to the intellectual property rights of Irving Oil’s licensors Irving Oil grants you a limited, revocable, non-exclusive and non-transferable license to:

(a) download, install and use the Application for your personal, non-commercial use on a mobile device owned or otherwise controlled by you (“**Mobile Device**”) in accordance with the Application’s documentation; and

(b) access, download and use on such Mobile Device the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Application, in accordance with this EULA and the Terms of Use applicable to such Content and Services as set forth in Section 5.

The license to use the Application is subject to any additional terms and conditions established by your mobile device service provider, internet service provider, and any website or application store from which you download or install the Application. You are responsible for compliance with any such third-party terms and conditions.

2. License Restrictions. You shall not:

(a) copy the Application, except as expressly permitted by this license;

(b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application.

3. **Reservation of Rights.** You acknowledge and agree that the Application is provided under license, and is not sold, to you. You do not acquire any ownership interest in the Application under this EULA, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this EULA. Irving Oil and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Application and its underlying and related technology and intellectual property, including all copyrights, trademarks, patents and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA.

4. **Collection and Use of Your Information.** You acknowledge that when you download, install or use the Application, Irving Oil may use automatic means (including, for example, cookies and beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by Irving Oil with respect to your information in compliance with the Privacy Policy.

5. **Content and Services.** The Application may provide you with access to Irving Oil's website (the "**Website**") and products and services accessible thereon, and certain features, functionality and content accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by the Website's Terms of Use and Privacy Policy, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this EULA.

6. **MyIrving App Pay.** The Application allows you to, but does not obligate you to, enroll in and use MyIrving App Pay, the mobile application payment solution that works together with Irving Oil's debit payment solution, Irving Debit Pay, and Irving Oil's loyalty rewards programs. To use MyIrving App Pay, you must be a registered member of the Irving Oil loyalty rewards program with an established and valid Irving Debit Pay account through National Payment Card Association, a Delaware corporation, d/b/a ZipLine ("**Zipline**"), a third-party provider of payment solutions.

MyIrving App Pay is available for use only at participating Irving Oil locations. You may use MyIrving App Pay to make purchases at the pump or in the store at participating Irving Oil

locations and you may earn discounts or rewards on “Qualifying Purchases” in accordance with the terms of the Irving Oil loyalty rewards program.

To use MyIrving App Pay, you agree to be bound by the Participant Terms and Conditions for the Irving Oil loyalty rewards program, the Irving Debit Pay terms and conditions, and the terms and conditions of your account and enrollment agreement with ZipLine. By using MyIrving App Pay, you also agree:

- (a) to other terms and conditions of using MyIrving App Pay as Irving Oil may from time to time publish on its Website or in the Application;
- (b) to Irving Oil’s sharing of payment-related information and other personal information about you with your debit card issuer and with other third parties as disclosed in Irving Oil’s privacy policies; and
- (c) to receive emails from Irving Oil containing receipts of purchases that you make by MyIrving App Pay and other emails that Irving Oil may choose to send you from time to time. To the extent allowed by federal and state laws, you may opt out of those email messages at any time by following links included in the emails.
- (d) that Irving Oil is not responsible or liable for any losses arising from the unauthorized access to or use of your Irving Debit Pay account or ZipLine account. Irving Oil makes no representations or warranties, and shall have no responsibility or liability for, any services, products, interfaces, portals, or websites provided by ZipLine.

Use of MyIrving App Pay may require a personal identification number (PIN) to complete a transaction. You are solely responsible for the security and safekeeping of your PIN and shall be solely responsible for all transactions using your PIN. Irving shall have no responsibility or liability for any transaction involving the use of your PIN, whether authorized or unauthorized

7. Geographic Restrictions. The Content and Services are provided for access and use only at participating Irving Oil locations by persons located in the United States and Canada within Irving Oil’s marketing area. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and Canada and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States or Canada, you are responsible for compliance with local laws.

8. Updates. Irving Oil, directly or through its licensors and service providers, may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Irving Oil has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further

agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this EULA.

9. **Third Party Materials.** The Application may display, include or make available third-party content (including data, information, applications and other products, services and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third Party Materials**”). You acknowledge and agree that Irving Oil is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Irving Oil does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties’ terms and conditions.

10. **Term and Termination.**

(a) The term of this EULA commences when you download the Application and will continue in effect until terminated by you or Irving Oil as set forth in this Section 10.

(b) You may terminate this EULA by deleting the Application and all copies thereof from your Mobile Device.

(c) Irving Oil may terminate this EULA at any time without notice if it ceases to support the Application, which Irving Oil may do in its sole discretion or otherwise modifies or discontinues the business activities to which the Application relates. In addition, this EULA will terminate immediately and automatically without any notice if you violate any of the terms or conditions of this EULA.

(d) Upon termination:

(i) all rights granted to you under this EULA will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Notwithstanding anything to the contrary herein, Irving Oil may terminate your access to the Application, discontinue the Application, or delete the Contents and Services at any time, for any reason.

(f) Termination will not limit any of Irving Oil’s rights or remedies at law or in equity.

11. **Disclaimer of Warranties.** THE APPLICATION IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IRVING OIL, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS , EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE

OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, IRVING OIL PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, DEVICES, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOUR USE OF, OR INABILITY TO USE, THE APPLICATION AND THE CONTENT AND SERVICES IS AT YOUR SOLE RISK. IRVING OIL MAKES NO WARRANTIES WITH RESPECT TO ANY SERVICE OFFERED BY ZIPLINE.

THIS DISCLAIMER IS INTENDED TO BE AS BROAD AS THE LAW ALLOWS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IRVING OIL OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO:

(A) YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES;

(B) IRVING OIL'S TERMINATION OF YOUR ACCESS TO THE APPLICATION, MODIFICATION OF THE CONTENT AND SERVICES, OR TERMINATION OF THE APPLICATION.

(C) CONTENT OR INFORMATION YOU PROVIDE TO ZIPLINE OR ANY OTHER THIRD PARTY SITES OR PROVIDERS (INCLUDING PERSONAL OR FINANCIAL INFORMATION);

(D) PERSONAL INJURY, PROPERTY DAMAGE (INCLUDING DAMAGE TO YOUR MOBILE DEVICE), LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES;

(E) SERVICES PROVIDED BY ZIPLINE;

(F) THE CONDUCT, ACTIONS, OR OMISSIONS OF ANY THIRD PARTY, INCLUDING ANY PERSON, MOBILE SERVICE PROVIDER, INTERNET SERVICE PROVIDER, FINANCIAL INSTITUTION, ELECTRONIC TRANSACTION CLEARING HOUSE, OR ANY USER OF THE APPLICATION OR CONTENT AND SERVICES;

(G) EVENTS OF FORCE MAJEURE OR CAUSES BEYOND IRVING OIL'S OR ITS LICENSORS' OR SERVICE PROVIDERS' REASONABLE CONTROL; OR

(H) DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OF IRVING OIL) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR IRVING OIL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY IS INTENDED TO BE AS BROAD AS THE LAW ALLOWS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

13. Indemnification. You agree to indemnify, defend and hold harmless Irving Oil and its licensors and service providers and their respective officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this EULA. Furthermore, you agree that Irving Oil assumes no responsibility for the content you submit or make available through this Application. This indemnification is intended to be as broad as the law allows and survives termination of this EULA.

14. Export Regulation. The Application may be subject to certain export control laws. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation.

15. Severability. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term or provision and all other provisions of this EULA will continue in full force and effect.

16. Governing Law. This EULA is governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to any choice or conflict of law provision or rule that would result in the application of the law of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to this EULA or the Application shall be instituted exclusively in the federal courts of the United States located in New Hampshire or the state courts of the State of New Hampshire. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

17. Entire Agreement. This EULA and our Privacy Policy constitute the entire agreement between you and Irving Oil with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

19. Feedback. The Application may allow you to provide Irving Oil with comments or suggestions about the Application or the loyalty rewards program ("**Feedback**"). You hereby grant Irving Oil a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to copy

and store any Feedback and use it to develop new products, improve or modify the Application, or as Irving Oil may otherwise deem appropriate.

20. Relation to Other Agreements. In the event of any conflict between this EULA and the ZipLine enrollment agreement or account terms or any other agreement between ZipLine and you, this EULA will prevail as to any dispute between you and Irving Oil.

21. LIMITATIONS ON ACTIONS. YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS EULA OR THE APPLICATION MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CLAIM ACCRUES; OTHERWISE, YOU WILL BE DEEMED TO HAVE WAIVED SUCH CLAIM IRREVOCABLY.

22. Enforcement. Irving Oil reserves the right to take any actions it deems necessary or appropriate to enforce or confirm your compliance with this EULA. You agree that Irving Oil and any of its affiliates, subsidiaries or agents may disclose information about you and your usage of the Application to law enforcement, government agencies and other third parties as Irving Oil in its sole discretion deems necessary in connection with such enforcement.

23. Updates to the Application. This EULA will govern all future updates, upgrades and modifications that Irving Oil may make to the Application unless such update, upgrade or modification is accompanied by a separate end user license agreement or similar agreement, in which case that other agreement will govern.

24. Device Requirements. Use of the Application and MyIrving App Pay requires a compatible mobile device and software and access to the Internet. Your mobile carrier may charge data and messaging fees for use of the Content and Services. you are solely responsible for any such fees.

25. WAIVER OF JURY TRIAL. YOU HEREBY AGREE TO WAIVE ANY RIGHT NOW OR HEREAFTER EXISTING TO HAVE A TRIAL BY JURY FOR ANY CLAIM ARISING FROM OR RELATING TO YOUR USE OF THE APPLICATION OR TO THIS EULA. THIS SECTION 28 APPLIES TO THE FULLEST EXTENT ALLOWED BY LAW.

26. Terms Applicable to Apple Device Users. If you download the Application from the Apple Store to an Apple-branded Mobile Device, the following terms apply to you in addition to the other provisions in this EULA.

(a) Apple is not a party to this EULA. Irving Oil, not Apple, is solely responsible for the Application and the Content and Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Application.

(b) The licenses in this EULA are limited to Apple-branded products that you own or control and are subject to the Usage Rules in the Apple App Store Terms of Service, except that the Application may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

(C) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO WARRANTY OBLIGATIONS WHATSOEVER WITH RESPECT TO THE APPLICATION AND ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE

TO ANY FAILURE TO CONFORM TO ANY WARRANTY APPLICABLE TO IRVING OIL WILL BE IRVING OIL'S SOLE RESPONSIBILITY. TO THE EXTENT THAT ANY WARRANTY MAY APPLY TO YOU NOTWITHSTANDING THIS EULA'S EXPRESS PROVISIONS THE APPLICATION FAILS TO CONFORM TO THAT WARRANTY, YOU MAY NOTIFY APPLE AND APPLE WILL REFUND ANY PURCHASE PRICE THAT YOU MAY HAVE PAID FOR THE APPLICATION.

(D) YOU ACKNOWLEDGE THAT IRVING OIL, NOT APPLE, IS RESPONSIBLE FOR ADDRESSING ANY CLAIMS BY YOU OR BY ANY THIRD PARTY RELATING TO THE APPLICATION OR TO YOUR POSSESSION OR USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION (I) PRODUCTION LIABILITY CLAIMS, (II) ANY CLAIM THAT THE APPLICATION FAILS TO CONFORM TO APPLICABLE LEGAL OR REGULATORY REQUIREMENTS AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION, PRIVACY OR SIMILAR LAWS, TO THE EXTENT THAT ANY OF THE FOREGOING CLAIMS ARE PERMITTED UNDER THIS EULA.

(e) You acknowledge that in the event of a third-party claim that the Application or your possession or use of the Application infringes on that third party's intellectual property rights, Irving Oil, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such claim.

(f) You acknowledge that Apple and its subsidiaries are third-party beneficiaries of this EULA and that upon your acceptance of this EULA Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third-party beneficiary.

(g) You represent and warrant that you are not located in a country that is subject to a United States government embargo or which the United States government has designed as a "terrorist supporting" country and that you are not listed on any United States government list of prohibited or restricted parties.

(h) The Application is offered by Irving Oil Limited, whose mailing address is Irving Oil Limited, 10 King Square South, Saint John, NB, E2L 0G3, Canada. With any questions, complaints or claims, please contact Irving Oil Limited at 506.202.2000 or [webinquiries@irvingoil.com](mailto:webinquiries@irvingoil.com).



## **MyIrving Mobile Application Privacy Policy**

**Last updated:** January 9, 2010

### **Introduction**

This Privacy Policy (“**Policy**”) describes the ways that Irving Oil Marketing, Inc. and Irving Oil Marketing GP (collectively “**Company**” or “**We**”) collect, store, use and disclose personally identifiable information (“**PII**”) that we or our Third-Party Services (defined below) may collect or receive when you download, install, register with, access, or use the MYIRVING MOBILE APP (the “**App**”).

This Policy applies only to information we collect in and through the App and in e-mail, text, and other electronic communications sent through or in connection with this App. This policy DOES NOT apply to PII that:

- We collect offline or on any other Company websites, including websites you may access through this App; or
- You provide to or is collected by any third party.

Our websites and other apps and the apps and websites of third parties may have their own privacy policies, which we encourage you to read before providing information on or through them.

BY DOWNLOADING, REGISTERING WITH, OR USING THIS APP, YOU AGREE TO OUR COLLECTION, USE AND DISCLOSURE OF YOUR PII AS THIS POLICY DESCRIBES. If you are not fully comfortable with our doing so, do not download, register with, or use this App. This Policy may change from time to time. Your continued use of this App after we make changes is deemed to be acceptance of those changes, so please check the Policy periodically for updates.

### **App Intended for Adult (Age of Majority) Users**

The App is restricted to users who are at least 18 years of age (or the age of majority in the user’s jurisdiction). We do not knowingly collect PII from minors. If we learn we have collected or received PII from a minor without verification of parental consent, we will delete that information. If you believe we might have any information from or about a minor, please contact us at the address or number noted below.

### **Information We Collect and How We Collect It**

We collect PII from and about users of our App:

- Directly from you when you manually provide it to us.
- Automatically when you use the App.

### **Information You Provide to Us.**

When you download, register with, or use this App, we may ask you to provide your name, mailing address, email address, telephone number and other identifying information, as well as information such as your shopping preferences or habits, interest in certain types of products or services, and other information that relates to you but does not identify you. This information includes:

- Information that you provide by filling in forms in the App. This includes information provided at the time of registering to use the App and when you update any of your information. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with the App or make a customer service report.
- Records and copies of your correspondence (including email addresses and phone numbers), if you contact us.

- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through the App and of the fulfillment of your transaction requests. You may be required to provide financial information before placing an order through the App.
- Your search queries on the App.

You may provide information to be published or displayed (“**Posted**”) on public areas of websites you access through the App (collectively, “**User Contributions**”). Your User Contributions are Posted and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

### **Automatic Information Collection and Tracking.**

The App may use technology to automatically collect:

- **Usage Details.** When you access and use the App, we may automatically collect certain details of your access to and use of the App, including traffic data, location data, logs and other communication data and the resources that you access and use on or through the App.
- **Device Information.** We may collect information about your mobile device and Internet connection, including the device’s unique device identifier, IP address, operating system, browser type, mobile network information and the device’s telephone number.
- **Stored Information and Files.** The App also may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts and address book information.
- **Location Information.** We may collect and store information about your device location. Location information is used in order to provide better and more relevant search information to you.

If you do not want us to collect this information do not download the App or delete it from your device. See below for “Choices About How We Use And Disclose Your Information.” Note, however, that opting out of the App’s collection of location information will cause its location-based features to be disabled.

We also may use these technologies to collect information about your activities over time and across third-party websites, apps, or other online services (behavioral tracking). See below for “Choices About How We Use And Disclose Your Information” for information on how you can opt out of behavioral tracking on or through this App and how we respond to browser signals and other mechanisms that enable consumers to exercise choice about behavioral tracking.

**Information Collection and Tracking Technologies.** The technologies we use for automatic information collection may include:

- **Cookies (or mobile cookies).** A cookie is a small file placed on your smartphone. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your smartphone. However, if you select this setting you may be unable to access certain parts of our App.
- **Web Beacons.** Pages of the App may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity).

## **Third-Party Services**

We use various third-party organizations to provide the App to you, to collect and store PII, and in our marketing efforts (“**Third-Party Services**”). Third-Party Services include [Google Analytics](#) and may include others in the future. Third-Party Services collect, use, and share PII pursuant to their own privacy and security policies. Some of them, including Google, may use location information and other PII to serve advertisements to consumers on other websites. By using the App, you consent to our providing PII with Third-Party Services to be used in accordance with their own privacy and security policies as they exist today and as they may change in the future.

For more information about how Google’s services use PII, see “[How Google uses information from sites or apps that use our services.](#)”

## **Third-party Information Collection**

When you use the App or its content, certain third parties may use automatic information collection technologies to collect information about you or your device. These third parties may include our Third-Party Services as well as:

- Advertisers, ad networks and ad servers.
- Analytics companies.
- Your mobile device manufacturer.
- Your mobile service provider.
- Your financial institution and our payment processing vendor(s), when you choose to make Irving Debit Pay and MyIrving App Pay transactions.

These third parties may use tracking technologies to collect information about you when you use this App. The information they collect may be associated with your PII or they may collect information, including PII, about your online activities over time and across different websites, apps and other online services websites. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties’ tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see “Choices About How We Use And Disclose Your Information” below.

## **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any PII, to:

- Provide you with the App and its contents, and any other information, products or services that you request from us.
- Provide you with suggested product and services offers.
- Fulfill any other purpose for which you provide it.
- Give you notices about your account.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Notify you when App updates are available, and of changes to any products or services we offer or provide through it.

The usage information we collect helps us to improve our App and to deliver a better and more personalized experience by enabling us to:

- Identify usage patterns.
- Store information about your preferences, allowing us to customize our App according to your individual interests.
- Speed up your searches.
- Recognize you when you use the App.

We use location information we collect to provide you with information about store locations and product and service offerings in proximity to your location.

We may also use your information to contact you about goods and services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile. For more information, see “Choices About How We Use And Disclose Your Information” below.

### **Disclosure of Your Information**

We may disclose aggregated information about our users, and information that does not identify any individual or device, without restriction.

In addition, we may disclose PII that we collect or you provide:

- To our subsidiaries and affiliates.
- To Third-Party Services.
- To contractors, service providers and other third parties we use to administer the App, process App transactions, and support our business and who are bound by contractual obligations to keep PII confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Irving Oil’s assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which PII held by Irving Oil about our App users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures. We contractually require these third parties to keep PII confidential and use it only for the purposes for which we disclose it to them. For more information, see “Choices About How We Use And Disclose Your Information” below.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- To enforce our rights arising from any contracts entered into between you and us, including the App EULA.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Irving Oil, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### **Choices about How We Use and Disclose Your Information**

This section describes mechanisms we provide for you to control certain uses and disclosures of your information.

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies or block the use of other tracking technologies, some parts of the App may then be inaccessible or not function properly.
- **Location Information.** You can choose whether or not to allow the App to collect and use real-time information about your device's location through the device's privacy settings. If you block the use of location information, some parts of the App may then be inaccessible or not function properly.
- **Promotion by the Company.** If you do not want us to use your email address or other contact information to promote our own or third parties' products or services, you can opt-out by contacting us at the address or number noted below and request that we not contact you for these promotional purposes. You can also always opt-out by logging into the App and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an e-mail stating your request to IOMCustomerCare@irvingoil.com.
- **Targeted Advertising by the Company.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by contacting us at the address or number noted below and request that we not contact you for these promotional purposes. You can also always adjust your user advertising preferences in your account profile by checking or unchecking the relevant boxes or by sending us an e-mail stating your request to IOMCustomerCare@irvingoil.com.
- **Disclosure of Your Information for Third-Party Advertising and Marketing.** If you do not want us to share your PII with unaffiliated or non-agent third parties for advertising and marketing purposes, you can opt-out by contacting us at the address or number noted below and request that we not contact you for these promotional purposes. You can also always opt-out by logging into the App and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an e-mail stating your request to IOMCustomerCare@irvingoil.com.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website: <http://www.networkadvertising.org/choices/>

### **Accessing and Correcting Your PII**

You can review and change your PII by logging into the App and visiting your account profile page.

You may also send us an email at IOMCustomerCare@irvingoil.com to request access to, correct or delete any PII that you have provided to us. We cannot delete your PII except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the App, copies of your User Contributions may remain viewable in cached and archived pages.

### **Data Security**

All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions will be encrypted using SSL technology.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a PIN or password for access to certain parts of our App, you are responsible for keeping this PIN or password confidential. We ask you not to share your PIN or password with anyone.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure. We cannot guarantee the security of your PII transmitted through our App. Any transmission of PII is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

### **Disclaimer of Warranties**

We make no representations or warranties about the security of PII except as this Privacy states or as applicable law requires.

### **Changes to Our Privacy Policy**

We may update this Policy from time to time. If we make material changes to how we treat our users' PII, we will post the new Policy on this page. We may, but are not required to, notify you by e-mail to the primary e-mail address specified in your account or in an in-App alert the first time you use the App after we make the change.

The date the Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and e-mail address for you and for periodically visiting this Policy to check for any changes.

### **Contact Information**

To ask questions or comment about this Policy and our privacy practices, contact us at:

For US inquiries:

Irving Oil Marketing, Inc.  
190 Commerce Way  
Portsmouth, NH 03801  
Attn: Mobile App Privacy Inquiry

IOMCustomerCare@irvingoil.com  
1-888-273-5222

For Canadian Inquiries:

Irving Oil Marketing GP  
PO Box 1421  
Saint John, New Brunswick E2L 4K1  
Attn: Mobile App Privacy Inquiry

IOMCustomerCare@irvingoil.com  
1-888-273-5222