

MURPHY USA PRIVACY POLICY

Last Updated: March 1, 2019

Murphy Oil USA, Inc. ("us," "our," "we," or "Murphy USA") is committed to helping visitors to our websites, <http://www.murphyusa.com> and <https://www.murphydriverewards.com> and all related subdomains and redirects of these sites (collectively, the "Website"), and our mobile application (the "App") understand our information collection practices. This Privacy Policy applies to those practices. It also applies to the collection and the use of information that we collect about you through our loyalty program, Murphy Drive Rewards, including offline information collection, such as purchases and redemptions. For information about our Murphy Drive Rewards, please see the Murphy Drive Rewards Program Terms and Conditions. If there is a conflict between this Privacy Policy and the Murphy Drive Rewards Program Terms and Conditions about the information that we collect in connection through Murphy Drive Rewards, the Murphy Drive Rewards Program Terms and Conditions will apply. Except for information collected through Murphy Drive Rewards, this Privacy Policy does not apply to any information that you may provide to us, or that we may collect, offline or through means other than the Website or the App (for example, information collected by telephone).

By visiting the Website, using the App, or using any of our services, you agree that your information, including any personal information, will be handled as described in this Privacy Policy.

You agree that your use of the Website or the App and any disputes over our online privacy practices are governed by this Privacy Policy and the Murphy USA Terms of Use, including its applicable limitations on damages and its procedures for dispute resolution. Our Terms of Use are incorporated by reference into this Privacy Policy.

Murphy USA reserves the right to modify this Privacy Policy at any time, so please revisit this page occasionally to check for updates. If we modify this Privacy Policy, we will post the modified Privacy Policy on the Website and update the "Last Updated" date above to reflect the date of the change. By continuing to use the Website or the App after we post any changes, you acknowledge that you have read, agree to, and accept the modified Privacy Policy.

TYPES OF INFORMATION THAT WE COLLECT

Murphy USA collects various types of information from our visitors ("you" or "your") so that we can best serve your needs and expectations. We collect information directly from you, automatically through your use of the services and through third parties.

INFORMATION THAT YOU PROVIDE TO US VOLUNTARILY

We collect information from you when you create an account; register for and participate in our loyalty program, or other marketing, promotional, or discount program; post information on the Website or the App; request information from us; or otherwise use the Website, the App, or the Services. The type of information that we collect from you depends on your interaction with the Website, the App, and the services, and may include your name, email address, physical address, telephone numbers, birthday, payment method, driver's license information, and customer preferences. This type of information includes information that you submit electronically when you contact us with questions or when you request inclusion into our marketing, promotional, or discount programs, and information that you post on any public posting areas on our Website.

Certain uses of the features and the services that are available on the Website are made available only to registered users or customers. To register, you must create an account and submit certain information, including your name, email address, phone number, date of birth, and your physical address. As part of the registration and account creation process, you will also be asked to create a username and password. These unique identifiers are used to help verify your identity prior to granting you access to some of the information and services available on the Website and the App.

You may also log into the App through Your Facebook and Google accounts. If You do so, we obtain information from these sites as follows:

Facebook. If you log into the App using Facebook, you must enter the email address associated with your Facebook account and your Facebook password. We will ask that you grant us permission to access and collect your Facebook profile information (which includes your name, profile picture, gender, networks, user IDs, list of friends, date of birth, email address, and any other information that is public on your Facebook account). If you allow us to have access to this information, we will have access to this information even if your Facebook settings limit who may view this information.

Google. If you log into the App using Google, you must enter the email address associated with your Google account and your Google password. By logging in through Google, you are granting us access to your basic profile information (which includes your name, profile picture, gender, and email address).

We store the information that we receive from social networks with other information that we collect from you or receive about you. Any third-party social networking site controls the information it collects from you. For information on how these third-party social networking sites use and disclose your information, including any information that you make public, please consult their respective privacy policies. We have no control over the collection or use of your information by third-party websites.

By using the Website or the App, you acknowledge and agree that Murphy USA and our service providers and contractors may have access to your information to perform specific business, marketing, and technical functions on our behalf as described in this Privacy Policy.

INFORMATION THAT IS AUTOMATICALLY COLLECTED

We collect and store information that is generated automatically as you use the Website and the App, such as information about your device's connection to the Internet. We collect this information through cookies, web beacons, and other technologies, including technologies designed for mobile apps. We combine this information with other information that we collect about you. The information we automatically collect includes:

From the Website. The domain name; your browser type and operating system; the web pages that you view; the links that you click; your IP address; the length of time that you spend on the Website and or use the services; and the referring URL or webpage that led you to the Website.

From the App. Your mobile device ID; the device name and model; the operating system type, name, and version; language information; activities within the App and the length of time that you are logged into the App; location information.

With your permission, we will collect location information from your mobile device to help you locate the nearest Murphy USA retail location. You may turn off this feature through the location settings on your mobile device. For additional information about our automatic information collection, please see Cookies, Web Beacons, and Other Tracking Technologies below.

HOW WE USE THIS INFORMATION

We may use the information that we maintain about you in a variety of ways, including:

- To provide our services to you, to communicate with you about your use of our services, to process your orders, to respond to your inquiries, and for other customer service purposes.
- To tailor the content and information that we may send or display to you, to offer location customization and personalized help and instructions, and to otherwise personalize your experiences while using the services.
- For marketing and promotional purposes. For example, we and third parties acting on our behalf may use your information, such as your email address, to send you news and newsletters, special offers, and promotions, or to otherwise contact you about products or information that we think may interest you, including information about third-party products and services. We may also use the information that we learn about you to assist us in advertising our services on third-party websites.
- To administer our customer loyalty and discount programs. With your consent, we may send you informational and marketing text messages and push notifications about our loyalty and discount programs.
- To administer surveys and questionnaires.
- To better understand how users access and use the Website, the App, and the services, both on an aggregated and individualized basis, to improve the Website, the App, and the services, to respond to user desires and preferences, and for other research and analytical purposes.
- To comply with legal obligations, as part of our general business operations, and for other business administration purposes.
- Where we believe necessary, to investigate, to prevent or to act against illegal activities, suspected fraud, or situations involving potential threats to the safety of any person or violations of our Terms of Use or this Privacy Policy.

HOW WE SHARE INFORMATION

We may share your information, including personally identifying information, as follows:

Affiliates. We may disclose the information that we collect from you to our affiliates or subsidiaries. If we do so, their use and disclosure of your personally identifiable information will be subject to this Privacy Policy.

Service Providers. We may disclose the information that we collect from you to third-party vendors, service providers, contractors, or agents who perform functions on our behalf.

Third-Party Providers. We may make some content, products, and services available on the Website, the App, and at Murphy USA retail locations through cooperative relationships with third-party providers, and the brands of these third-party providers may appear on the Website, in the App, or at Murphy USA retail locations in connection with the content, products, or services. We may share with these third-party providers any information that you provide or that is collected in the course of visiting any pages or accessing or purchasing any products or services that are made available in cooperation with our third-party providers. Third-party providers include product manufacturers, suppliers, and vendors with which Murphy USA does business.

We may also share information in the following circumstances:

Business Transfers. If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or if the company's assets are reorganized or liquidated as part of a bankruptcy or insolvency proceeding, we may transfer the information that we have collected from you to the other company.

In Response to Legal Process. We may also disclose the information that we collect from you to comply with the law, a judicial proceeding, or other legal process, such as in response to a court order or a subpoena.

To Protect Us and Others. We may also disclose the information that we collect from you where we believe it is necessary to investigate, prevent, or take action against illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use or this Policy, or as evidence in litigation in which we are involved.

Aggregate and De-Identified Information. We may share aggregate or de-identified information about users with third parties for marketing, advertising, research, or similar purposes.

LINKS FROM OUR SITE TO OTHER SITES

Some pages on the Website or the App may contain links to external sites and may provide access to products and services offered by third parties. When you access these external websites, or access products or services from a third party, the providers of these external websites, products, or services will have access to certain information about you. Murphy USA does not control the information collection practices or the privacy practices of the providers of external websites. Murphy USA is not responsible for the privacy practices or the content of any websites that we do not directly control.

COOKIES, WEB BEACONS, & OTHER TRACKING TECHNOLOGIES

Cookies. We use cookies to enhance your experience with the Website. Cookies are small pieces of program code that reside on your computer. By showing how and when visitors use the Website, cookies help us deliver advertisements, identify how many unique users visit the Website, and track user interests, trends, and patterns, all of which helps us make the Website more useful. Cookies may also prevent you from having to re-enter your contactor preference information as you navigate to the Website.

You can opt-out of the use of cookies by having your browser disable cookies or warn you before accepting a cookie. Look for the cookie options in your browser in the options or preferences menu. If you disable cookies in your browser, however, you may not be able to take advantage of some of the features or functions of the Website or products and services available through the Website.

Web Beacons. The Website and the App may also use web beacons (single-pixel graphic files also known as transparent GIFs) to access cookies and to count users who visit the Website or use the App. Web beacons are small, transparent graphics that are placed on web and App pages to track the activities of Website visitors and App users to help us manage content and compile statistics about Website and App usage. We and our third-party service providers also use web beacons in HTML emails to our users, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

Third-Party Analytics. We use automated devices and applications, such as Google Analytics, to evaluate usage of the Website, and to the extent possible, the App. We may also use other analytic means to evaluate the Website and the App. We use these tools to help us improve our services, performance, and user experiences. These entities may use cookies and other tracking technologies to perform their

services. To learn more about Google Analytics and how it collects and processes data, please visit Google Privacy & Terms.

Do-Not-Track. Currently, our systems do not recognize browser “do-not-track” requests. You may, however, disable certain tracking as discussed in this section (such as by disabling cookies) or use the opt-outs described in the Third-Party Ad Networks section below.

Third-Party Ad Networks. We use third parties, such as network advertisers, to serve advertisements on third-party websites or other media (such as social networking platforms). This enables us and these third parties to target advertisements to you for products and services in which you might be interested. Third-party ad network providers, advertisers, sponsors, and traffic measurement services may use cookies, JavaScript, web beacons (including clear GIFs), Flash LSOs, or other tracking technologies to measure the effectiveness of their ads and to personalize advertising content to you. These third parties govern their use of cookies and other technologies through their own privacy policies. We may provide these third-party advertisers with information, including personally identifiable information, about you.

Users in the United States may opt-out of many third-party ad networks. For example, you may go to the Digital Advertising Alliance Consumer Choice Page for information about opting out of interest-based advertising and their choices regarding having information used by DAA companies. You may also go to the Network Advertising Initiative Consumer Opt-Out Page for information about opting out of interest-based advertising and their choices regarding having information used by NAI members.

Opting out from one or more companies listed on the DAA Consumer Choice Page or the NAI Consumer Opt-Out Page will opt you out from those companies’ delivery of interest-based content or ads to You, but it does not mean that you will no longer receive any advertising through the Website, the App, or on other websites. You may continue to receive advertisements, for example, based on the websites that you view (i.e., contextually based ads). Also, if your browsers are configured to reject cookies when you opt-out on the DAA or NAI websites, your opt-out may not be effective. Additional information is available on the DAA’s website at www.aboutads.info and on the NAI’s website at www.networkadvertising.org.

SECURITY OF MY PERSONAL INFORMATION

We have implemented reasonable precautions to protect the information that we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please be aware that despite our best efforts, no data security measures can guarantee security.

You should take steps to protect against unauthorized access to your password, cell phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any unauthorized activity on your account.

SPECIAL INFORMATION FOR CALIFORNIA CONSUMERS

California residents may request a list of certain third parties to which we have disclosed personally identifiable information about you for their own direct marketing purposes. You may make one request per calendar year. In your request, please attest to the fact that you are a California resident and provide a current California address for your response. You may request this information in writing by contacting us at: Murphy USA Legal Department, 200 Peach Street El Dorado, Arkansas 71730 or at legal@murphyusa.com. Please allow up to 30 days for a response.

WHAT CHOICES DO I HAVE REGARDING PROMOTIONAL EMAILS?

We may send periodic promotional emails to you. You may opt-out of these emails by following the opt-out instructions contained in the email. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information that we think may interest you, we may still send you emails about your account or any Services that you have requested or received from us.

HOW YOU CAN CONTACT US OR UPDATE YOUR INFORMATION

You may contact us or update your information by calling Murphy USA at 1-800-843-4298 or by emailing customercare@murphyusa.com. You may also modify information that you have submitted by logging into your account and updating your profile information.

LINKS TO THIRD-PARTY WEBSITES

We occasionally provide links on the Services to third-party websites. If you use these links, you will leave the Services. We provide these links to you as a convenience, and we do not verify, make any representations, or take responsibility for these third-party websites, including the truthfulness, accuracy, quality, or completeness of the content, services, links displayed, or other activities conducted on or through the third-party websites. Therefore, unless specifically stated on the Website or in the Mobile Applications, we do not endorse or make any representations about third-party websites or any information, material, or results that may be obtained through the use of third-party websites. In addition, certain areas of the Services may allow you to interact or conduct transactions with third-party websites. If so, you may be able to configure the privacy settings of your account on a third-party website to permit your activities to be shared with your contacts on that third-party website. If you decide to access any of the third-party websites linked on the Services, you do this entirely at your own risk, and you must follow the privacy policies and the terms and conditions for those third-party websites. YOU AGREE THAT MURPHY USA WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITE OR ANY THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED TO ANY GOODS, SERVICES, INFORMATION, RESOURCES, OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITE OR ANY THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

USER CONTENT

You are responsible for the information, messages, comments, photos, videos, graphics, sounds, and other content or material that you submit, upload, post, or otherwise make available on or through the Services (“user content”). You agree that any user content is considered both non-confidential and non-proprietary. Further, we do not guarantee that you will be able to edit or delete any user content that you submit.

By transmitting, uploading, or otherwise providing any user content, you are promising us that:

- You own all rights in your user content (including all rights to the reproduction and the display of your user content) or, alternatively, that you have acquired all necessary rights in your user content to enable you to grant us the rights in your user content as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your user content;
- Your user content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;

- You voluntarily agree to waive all "moral rights" that you may have in your user content;
- Any information contained in your user content is not known by you to be false, inaccurate, or misleading;
- Your user content does not violate any law (including those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your user content is not, and may not reasonably be considered to be, defamatory, libelous, hateful, offensive, vulgar, pornographic, obscene, or invasive of another's privacy;
- Your user content is not, and may not reasonably be considered to be, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation;
- Your user content is not, and may not reasonably be considered to be, racially, ethnically, religiously, or otherwise discriminatory or biased;
- You were not and will not be compensated or granted any consideration by any third party for submitting your user content;
- Your user content does not incorporate materials from a third-party website or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your user content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your user content does not contain any information that you consider confidential, proprietary, or personal; and
- Your user content does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting user content, you grant to Murphy USA an irrevocable, perpetual, transferable, non-exclusive, fully paid-up, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your user content (or any modification to your user content), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your user content in any manner and for any purpose (including commercial purposes) that we deem appropriate in our sole discretion (including to incorporate your user content or any modification to your user content, in whole or in part, into any technology, product, or service);
- Display advertisements along with your user content and to use your user content for advertising and promotional purposes.

We may, but are not obligated to, prescreen user content or monitor any area of the Services through which user content may be submitted. We are not required to host, display, or distribute any user content on or through the Services and may remove at any time or refuse any user content for any reason. We are not responsible for any loss, theft, or damage of any kind to any user content. Further, you agree that we may freely disclose your user content to any third party absent any obligation of confidence on the part of the recipient.

UNAUTHORIZED ACTIVITIES

We authorize your use of the Services only for individual and informational purposes. Any other use of the Services beyond individual and informational purposes is prohibited and constitutes unauthorized use of the Services. This is because, as between you and us, all rights in the Services remain our property.

Unauthorized use of the Services may result in violation of various United States and international copyright laws. Because we value this relationship, we want to give you examples of things to avoid. So, unless you have written permission from us stating otherwise, you are not authorized to use the Services or any part of the Services in any of the following ways:

- For any commercial purpose or through a networked computer environment;
- In connection with or on another website;
- In a manner that modifies, publicly displays, publicly performs, reproduces, or distributes any part of the Services;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- To interfere with or disrupt the Services or the servers or networks connected to the Services;
- To use any data mining, robots, or similar data-gathering or extraction methods in connection with the Services; or
- To attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means.

This list provides examples of prohibited activities. It is not a complete list of everything that you are prohibited from doing.

You agree to hire attorneys to defend us if you violate these Terms and that a violation of these Terms results in a problem for us. You also agree to pay any damages that we may end up having to pay because of your violation.

You alone are responsible for any violation of these Terms by you. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to cooperate with our defense in the matter.

PROPRIETARY RIGHTS

The Services include registered and unregistered trademarks that belong to us. Other trademarks, names, and logos found in the Services are the property of their respective owners.

Unless otherwise specified in these Terms, all the Services, the Materials, and the arrangement of the Materials in the Services are our sole property or the property of our licensors. All rights not expressly granted in these Terms are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

The Mobile Applications and related documentation that are provided to you are Commercial Items, as this term is defined in 48 C.F.R. § 2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation, as these terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights that are granted to all other end-users under these Terms.

Unpublished rights reserved under the copyright laws of the United States.

INTELLECTUAL PROPERTY INFRINGEMENT

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing user content that violates the intellectual property rights of others, suspending access to the Services (or any portion of the Services) to any user who uses the Services in violation of someone's intellectual property rights, or terminating in appropriate circumstances the account of any user who uses the Services in violation of someone's intellectual property rights.

According to 17 U.S.C. § 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing these claims in accordance with the law. If you believe that your copyright or other intellectual property right is being infringed by a Services user, please provide written notice to our agent for notice of claims of infringement:

Murphy USA Legal Department
Attn: John A. Moore
Senior Vice President & General Counsel
200 Peach Street
El Dorado, Arkansas 71730
legal@murphyusa.com

To be sure that the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a manner precise enough to allow us to locate that material;
- Contain adequate information by which we can contact you (including your physical address, telephone number, and email address);
- Contain a statement that you have a good faith belief that the use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent, or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice relates to copyright or other intellectual property infringement, our agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification. We will notify you that we have removed or disabled access to copyright-protected material that you provided if the removal is in response to a validly received DMCA take-down notice. In response, you may provide our agent with a written counter-notification that includes the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

- Your name, physical address, and telephone number and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of that person.

Termination of Repeat Infringers. We reserve the right, in our sole discretion, to terminate the account or access of any user of the Services who is the subject of repeated DMCA take-down or other infringement notices.

DISCLAIMER OF WARRANTIES

THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH YOU. THE MATERIALS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, AND STATUTORY) WITH RESPECT TO THE SERVICES, THE MATERIALS, AND ANY PROMOTIONS (as promotion is defined in the Murphy USA Terms of Use), WHICH INCLUDE BUT ARE NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE SERVICES OR THE MATERIALS ARE FREE OF PROBLEMS. Without limiting the generality of the material above, we make no warranty that the Services or any part of the Services will meet your requirements, that the Services will be uninterrupted, timely, secure, or error free, or that defects in the Services will be corrected. We make no warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services. No advice or information, whether oral or written, obtained by you through the Services, from Murphy USA or our subsidiaries or other affiliated companies will create any warranty. We disclaim all equitable indemnities.

LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SERVICES, FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING OF ANY MATERIALS TO OR FROM THE SERVICES, OR FROM YOUR PARTICIPATION IN ANY PROMOTION (as promotion is defined in the Murphy USA Terms of Use).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

LOCAL LAWS & EXPORT CONTROL

We control and operate the Services from our headquarters in the United States and the entirety of the Services may not be appropriate or available for use in other locations. If you use the Services or any part of the Services outside the United States, you are solely responsible for following applicable local law.

FEEDBACK

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively "feedback"), suggesting or

recommending changes to the Services or the Materials, including new features or functionality relating to the Services or the Materials, all feedback is and will be treated as non-confidential and non-proprietary. You assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using the feedback. Where the above assignment is prohibited by law, you grant us an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all feedback as we may determine in our sole discretion. You understand and agree that we are not obligated to use, display, reproduce, or distribute any ideas, know-how, concepts, or techniques contained in the feedback, and you have no right to compel our use, display, reproduction, or distribution.

DISPUTE RESOLUTION, ARBITRATION, & CLASS ACTION WAIVER

Please read this provision carefully. It affects your legal rights.

This Dispute Resolution, Arbitration, and Class Action Waiver provision (this “Provision”) facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, and negligence), or any other legal or equitable theory, including the validity, enforceability, and scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause)) that may arise between you and Murphy USA. In these Terms, “dispute” has the broadest meaning allowable by law, and includes all claims against third parties (such as our licensors, suppliers, dealers, or vendors) relating to these Terms, the Services, the Materials, and any Promotion (as promotion is defined in the Murphy USA Terms of Use) whenever you also assert claims against us in the same proceeding.

This Provision provides that all disputes between you and us will be resolved by binding arbitration. Acceptance of these Terms constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or a jury.

To be clear, there is no judge or jury in arbitration and judicial review of an arbitration award is limited. The arbitrator must follow this Provision and can award the same damages and relief (including attorney’s fees) that a court is permitted to award. You may, however, opt-out of this Provision. If done, you would have the right or the opportunity to bring claims in court, before a judge or a jury, or to participate in or to be represented in a case filed in court by others (including class actions). BOTH YOU AND MURPHY USA AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, RATHER THAN IN COURT, IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Dispute Resolution. For all Disputes, you must first give us an opportunity to resolve the Dispute. To do so, you must email the following information to legal@murphyusa.com: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief that you are seeking. If we do not resolve the Dispute by the 60th day following the date on which we receive your notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in court only under the circumstances described below.

Exclusions from Arbitration and Right to Opt-Out. Despite anything to the contrary above, you or we may choose to pursue a Dispute in court and not by arbitration if: (a) the dispute qualifies for initiation in small claims court or (b) YOU OPT-OUT OF THE ARBITRATION PROCEDURES IN THESE TERMS BY THE 30TH DAY

FOLLOWING THE DATE ON WHICH YOU FIRST CONSENT TO THESE TERMS (the “opt-out deadline”). You may opt-out of mandatory arbitration as described in this Provision by emailing the following information to legal@murphyusa.com: (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with us through arbitration. We promise that your decision to opt-out of this Provision will have no adverse effect on your relationship with us. But we do have to enforce the opt-out deadline. **Any opt-out request received after the opt-out deadline will not be valid and you will be required to pursue any dispute in arbitration or in small claims court.**

Arbitration Procedures. If this Provision applies and the dispute is not resolved through the Pre-Arbitration Claim Resolution process, either you or we may initiate arbitration proceedings. The American Arbitration Association (“AAA”) (www.adr.org) or JAMS (www.jamsadr.com) will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration will be an individual arbitration and will not be a class arbitration. All issues will be for the arbitrator to decide, including the scope of this Provision. For Disputes of less than \$75,000 before the AAA, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply. For Disputes involving \$75,000 or more before the AAA, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules for Emergency Measures of Protection will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class or collective action procedures or rules apply to the arbitration.

Because these Terms and the Services concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or conditions precedent to suit.

Arbitration Award. The arbitrator may award on an individual basis any relief that is available under applicable law, but the arbitrator may not award relief to, against, or for the benefit of any person or entity that is not a party to the arbitration. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested to do so by a party. Any arbitration award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration. You or we may initiate arbitration in either Arkansas or in the federal judicial district in which your physical address is located. We may transfer any arbitration to Arkansas, so long as we agree to pay any additional fees or costs that the arbitrator determines you have incurred because of the transfer.

Payment of Arbitration Fees and Costs. If you send us a written request prior to the initiation of the arbitration, we will pay all arbitration fees. You will still be responsible for all additional expenses and costs that you incur in the arbitration, including your attorney’s fees and fees for expert witnesses. In addition to any fees and costs recoverable under applicable law, if you comply with the Pre-Arbitration Dispute Resolution process and negotiate in good faith with us and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney’s fees and costs as determined by the arbitrator.

Class Action Waiver. Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person’s claims and may not preside over any form of a class, collective, or consolidated proceeding (such as a class action, consolidated action, or private attorney general action), unless both

you and we specifically agree to do so following the initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of this Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you nor any other user of the Services can be a class representative, class member, or otherwise participate in a class, collective, or consolidated proceeding without having complied with the requirements to opt-out of this Provision.

Jury Waiver. You understand and agree that by accepting this Provision, you and we are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and we might otherwise have had the right or the opportunity to bring disputes in a court, before a judge or jury, or to participate or to be represented in a case filed in court by others (including class actions). Except as otherwise provided below, these rights are waived. Other rights that you would have if you went to court (such as the right to appellate review and to certain types of discovery) may be more limited or may also be waived.

Severability. If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

Continuation. This Provision will survive the termination of your account with us or our affiliates and your discontinued use of the Services and the Materials. We agree that if we make any change to this Provision (other than a change to the notice address), you may reject the change and require us to adhere to the language in this Provision if a dispute between you and us arises.

GENERAL

We think that direct communication resolves most issues. If we feel that you are not complying with these Terms, we will tell you—and because we value this relationship, we will even provide you with recommended corrective action.

However, certain violations of these Terms, as determined by us, may require immediate termination of your access to the Services or the Materials. The Federal Arbitration Act, Arkansas law, and U.S. federal law will govern these Terms, without regard to choice or conflicts of laws principles that would require the application of any other laws. Foreign laws do not apply. Any disputes relating to these Terms, the Services, or the Materials not subject to arbitration will be heard in the courts located in Union County, Arkansas. If any of these Terms are deemed inconsistent with applicable law, then those terms will be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms are the entire agreement between you and us and they supersede all prior or contemporaneous negotiations, discussions, or agreements between you and Murphy USA about everything covered by these Terms, including the Services and the Materials.

The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability, and general provisions will survive any termination of these Terms.

CALIFORNIA CONSUMER NOTICE

Under California Civil Code section 1789.3, California users are entitled to the following consumer rights notice: The Services and the Materials are provided by Murphy Oil USA, Inc. If you have a question or complaint regarding the Services or the Materials, please contact the Murphy USA National Contact Center at customer care@murphyusa.com or by phone at 800-843-4298. You may also write to: Murphy

USA National Contact Center, 200 Peach Street, El Dorado, Arkansas 71730. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, California 95834 or by telephone at 916-445-1254 or 800-952-5210 or Hearing Impaired at TDD 800-326-2297 or TDD 916-322-1700.

CONTACT US

If you have any questions about these Terms, you can reach us at Murphy USA Legal Department, 200 Peach Street El Dorado, Arkansas 71730 or at legal@murphyusa.com. If you need to contact us for any other reason, you can reach us at Murphy USA National Contact Center, 200 Peach Street, El Dorado, Arkansas 71730 or at murphydrive@murphyusa.com.

MURPHY DRIVE REWARDS PROGRAM TERMS & CONDITIONS

Last Updated: March 29, 2019

These terms and conditions (the "Program Terms and Conditions") will govern the operation of the Murphy Drive Rewards program operated by Murphy Oil USA, Inc. ("us," "our," "we," or "Murphy USA"). By becoming a member of the Murphy Drive Rewards program ("you" or a "Member") and receiving and redeeming benefits of the Murphy Drive Rewards program, including rewards points, you agree that you have:

- Read, understood, and accepted these Program Terms and Conditions,
- Read, understood and accepted the **Murphy USA Terms of Use**, which are incorporated in these Program Terms and Conditions by reference, and
- Provided consent for Murphy USA and its authorized third-party agents to process data that is personal to you, and to use and disclose that data to third parties, in accordance with the **Murphy USA Privacy Policy**, which is incorporated in these Program Terms and Conditions by reference.

These Program Terms and Conditions supersede all previous terms and conditions of the Murphy Drive Rewards program. We may at any time amend, modify, or supplement these Program Terms and Conditions, and continued participation in the Murphy Drive Rewards program will constitute your acceptance of any amendment, modification, or supplement. You are responsible for knowing these Program Terms and Conditions and any amendments, modifications, or supplements to the Murphy Drive Rewards program.

MEMBERSHIP & ENROLLMENT

You may join the Murphy Drive Rewards program by downloading the Murphy Drive Rewards app (the "App") and following the enrollment instructions. Once you join, you can begin accumulating rewards points by simply making a purchase of points-eligible products or fuel at participating Murphy USA retail locations within the territory (defined below). You must purchase points-eligible merchandise and fuel at participating Murphy USA retail locations in the territory to accrue rewards points. You must provide the phone number associated with your account at the time of purchase to accrue rewards points. There are no fees or charges to become join the Murphy Drive Rewards program. Only individuals who are at least 13 years of age or older and who provide valid and accurate personal information when enrolling in the Murphy Drive Rewards program are eligible for membership. Corporations and other entities are not eligible for membership. Individuals who are not at least 13 years of age are not eligible. The Murphy Drive Rewards program is only available in the territory. Murphy USA may deny membership in the Murphy Drive Rewards program to any applicant in its sole discretion and without written notice. Only one account

per person is allowed, different accounts cannot be combined, and no joint accounts are permitted. Murphy Drive Rewards program accounts and benefits are non-transferrable. Information provided by a Member may be maintained in a personal profile for the Murphy USA Reward Program. All information that you provide must be valid and accurate and must be kept current.

EARNING REWARDS POINTS

At participating Murphy USA retail locations within the states of Colorado, Louisiana, Nevada, New Mexico, Oklahoma, Tennessee, Texas, and Utah, and the city of El Dorado, Arkansas, and beginning on March 15, 2019, at participating Murphy USA retail locations within the states of Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, and Ohio, and beginning on March 29, 2019, at participating Murphy USA retail locations within the states of Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Virginia, a Member will accumulate rewards points every time he or she makes a points-eligible purchase (the “territory”).

Rewards points begin to accrue as soon as you start purchasing points-eligible products, so long as you provide the phone number associated with your account at the time of purchase. No rewards points will be accumulated for any purchases made prior to joining the Murphy Drive Rewards program. Points may be accumulated on in-store merchandise (excluding **Excluded Products**) and on fuel purchases as follows:

- Eligible in-store merchandise purchases: Two rewards points are issued for every whole net dollar spent on points-eligible merchandise at participating Murphy USA retail locations within the territory, and
- Fuel purchases: One rewards point is issued for every whole gallon of gas purchased at participating Murphy USA retail locations within the territory.

All dollar amounts are rounded down. Rewards points are accumulated on whole net dollars for points-eligible purchases. Rewards points are not valid for cash or a cash equivalent. No rewards points are accumulated on any purchases of excluded products, fees, discounted dollar amounts, applicable taxes, shipping and handling charges, returns, or credits. Rewards points are not transferable. Offers are not transferable and cannot be combined with other offers.

Excluded Products. Except as expressly provided otherwise in the “Exceptions (accumulating points)” section below, rewards points may not be accumulated on purchases of gift cards or gift certificates, lottery products, alcoholic beverages, tobacco and other tobacco products, fluid milk and dairy products, pseudoephedrine and ephedrine products, transportation passes, stamps, money orders or transfers, charitable donations, state or local licenses (fishing, hunting, etc.), and any other products excluded by applicable law.

Exceptions (accumulating points). At participating Murphy USA retail locations within the states of Colorado, Nevada, New Mexico, Oklahoma, Texas, and Utah, and beginning on March 15, 2019, at participating Murphy USA retail locations within the states of Illinois, Kansas, Kentucky, Michigan, and Missouri, and beginning on March 29, 2019, at participating Murphy USA retail locations within the states of Alabama, Florida, Georgia, North Carolina, South Carolina, and Virginia, Members who are verified by Murphy USA (in its sole discretion) as being at or above the tobacco legal age of purchase will be issued two rewards points for each pack of cigarettes, can of tobacco, or other package of tobacco purchased, and two points for every whole net dollar spent on other tobacco products. At participating Murphy USA retail locations within the states of Louisiana and Tennessee and in the city of El Dorado, Arkansas, and beginning on March 15, 2019, at participating Murphy USA retail locations within the states of Arkansas, Iowa, Indiana, Minnesota, Nebraska, and Ohio, and beginning on March 29, 2019, at participating Murphy USA retail locations within the state of Mississippi, Members who are verified by Murphy USA (in its sole

discretion) as being at or above the tobacco legal age of purchase will be issued two rewards points for each can of tobacco or other package of tobacco purchased (excluding cigarettes), and two points for every whole net dollar spent on other tobacco products (excluding cigarettes). No rewards points may be accumulated on the purchase of tobacco or other tobacco products by Members who are not verified by Murphy USA (in its sole discretion) as being at or above the tobacco legal age of purchase, and no rewards points may be accumulated on the purchase of tobacco or other tobacco products at any Murphy USA retail location outside of the states listed in this paragraph. The exceptions in this section are void in any location where prohibited by law.

At participating Murphy USA retail locations within the states of Colorado, Nevada, and Tennessee, and the city of El Dorado, Arkansas, and beginning on March 15, 2019, at participating Murphy USA retail locations within the states of Arkansas, Illinois, Iowa, Kansas, Kentucky, Michigan, Minnesota, and Nebraska, and beginning on March 29, 2019, at participating Murphy USA retail locations within the states of Florida, Georgia, Mississippi, North Carolina, South Carolina, and Virginia, Members who are verified by Murphy USA (in its sole discretion) as being at or above the alcohol legal age of purchase will be issued two rewards points for every whole net dollar spent on packaged beer products. No rewards points may be accumulated on the purchase of packaged beer products by Members who are not verified by Murphy USA (in its sole discretion) as being at or above the alcohol legal age of purchase, and no rewards points may be accumulated on the purchase of packaged beer products at any Murphy USA retail location outside of the states listed in the paragraph or at non-participating Murphy USA retail locations within the states listed in this paragraph. The exceptions in this section are void in any location where prohibited by law.

Special Offers. Through the App, digital media, direct mail, email, SMS, or push notifications, we may occasionally send you promotions, offers, and other communications, and rewards points may be accumulated through these special offers that we or our agents send you (each an “Offer”). Once you meet the criteria described in any Offer, you are eligible for the advertised reward, under these Program Terms and Conditions and any additional terms and conditions of each Offer. If there is a conflict between these Program Terms and Conditions and the terms and conditions of any Offer, the Offer terms and conditions will control. Offers are not transferable and cannot be combined with other offers. We may not make each Offer available to all Members. Not every Offer will be available at all Murphy USA retail locations.

USE OF REWARDS POINTS

Rewards points are valid and redeemable at participating Murphy USA retail locations within the territory. The value of the rewards points will be applied against the pre-tax purchase amount (i.e., excluding taxes, fees, and shipping and handling charges) of redemption-eligible products and fuel. Members will be responsible for paying all taxes, fees, and any applicable shipping and handling charges. Members can redeem points for merchandise by claiming rewards in the App. Members can also redeem points for fuel discounts through the point-of-sale system at the fuel pump. To do so, a Member must provide the phone number associated with his or her account at the time of purchase and choose to redeem his or her rewards points for a discount on fuel.

Excluded Products. Except as expressly provided otherwise in the “Exceptions (redeeming points)” section below, rewards points may not be used to purchase gift cards or gift certificates, lottery products, alcoholic beverages, tobacco and other tobacco products, fluid milk and dairy products, pseudoephedrine and ephedrine products, transportation passes, stamps, money orders or transfers, charitable donations, state or local licenses (fishing, hunting, etc.), and any other products excluded by applicable law.

Exceptions (redeeming points). None.

Rewards points are not redeemable for cash, cash equivalent, or credit, and may not be applied toward payment of any outstanding account balances, previous purchases, or any shipping or handling charges or other fees. Rewards points are not transferable and may not be combined with other promotions or other discounts. Once a point has been redeemed, it will not be refundable and no credits will be issued for any reason. Murphy USA is not responsible for lost or stolen rewards points. Rewards points are banked within your Murphy USA App account. If any rewards points are believed to have been sold, exchanged, or obtained fraudulently, or issued to someone other than the Member, those rewards points will be void and will not be honored.

EXPIRATION

Your rewards points will expire if your account is inactive for a 90-day period or if your account is closed.

RETURNS & EXCHANGES FOR PURCHASES MADE WITH REWARDS POINTS

Returns and exchanges will be processed in accordance with Murphy USA's return and exchange policy. Members will receive a refund for the total amount of the returned item, less any rewards points redeemed. No credit or refund of rewards points will be issued. Rewards point balance will be debited to reflect any returns or credits.

CHECKING YOUR REWARDS POINTS

You can check your rewards points balance by logging into your account. A valid account is required to check points. We will attempt to credit accounts with rewards points on a timely basis. Rewards points may take up to 24 hours to be updated to your account. Any claim for rewards points not credited accurately must be received by us within 30 days of the date on which you claim accrual of the rewards points. Murphy USA will have no liability for any failure, delay, or error in crediting rewards points to your account.

FRAUDULENT ACTIVITY

If you suspect or learn of any fraudulent activity related to his or her account, including unauthorized redemption or transfer of rewards points, you must report the fraudulent activity to us within 60 days of the date of the fraudulent activity. You can contact us at the Murphy USA National Contact Center, 200 Peach Street, El Dorado, Arkansas 71730 or at murphydrive@murphyusa.com. Credit or debit of any rewards points will be at our sole discretion. Rewards points will not be awarded if in our reasonable opinion the merchandise or fuel purchased will be used for resale or commercial use, and any points awarded on those purchases will be forfeited. We also reserve the right to limit rewards points awarded, including with respect to any Offer, to reasonable household quantities.

INACTIVITY & CANCELLATION

If you do not use your account to accumulate or redeem points during a 12-month period, we reserve the right to cancel your membership, close your Murphy Drive Rewards program account, and zero-out the rewards points that you have accumulated.

You may cancel your membership in the Murphy Drive Rewards program by contacting the Murphy USA National Contact Center at 200 Peach Street, El Dorado, Arkansas 71730 or at murphydrive@murphyusa.com. All unredeemed points will be forfeited immediately upon cancellation and may not be reinstated or transferred.

We may cancel your accumulated rewards points, suspend your benefits, or cancel your account at any time with immediate effect and without written notice, for any reason and in Murphy USA's sole discretion, including in instances where Murphy USA believes that you have (i) acted in a manner inconsistent with applicable laws or regulations, (ii) failed to pay Murphy USA amounts due, (iii) acted in an inappropriate, fraudulent, abusive, or hostile manner, (iv) breached or violated any of these Program Terms and Conditions or the Murphy USA Terms of Use, or (v) engaged in any misconduct or wrongdoing in connection with the Murphy Drive Rewards program. Nothing contained in these Program Terms and Conditions will limit Murphy USA in the exercise of any legal or equitable rights or remedies.

Rewards points and other related benefits and services are the sole property of Murphy USA, and are not the property of the Members. Upon cancellation of membership in the Murphy Drive Rewards program for any reason, all unredeemed rewards points will be forfeited and the Member will no longer be able to participate in the Murphy Drive Rewards program. Rewards points have no cash value and Murphy USA will not compensate or pay cash, cash equivalent, or credit for any forfeited or unused rewards points.

Whether you may re-enroll in the Murphy Drive Rewards program after a termination is at Murphy USA's sole discretion. In any event, previously accumulated rewards points that were zeroed-out will not be credited to you.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTY

LIMITATION OF LIABILITY: IN NO EVENT WILL MURPHY USA BE LIABLE FOR ANY LOSS, CLAIM, DAMAGE, OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATED TO THE ENROLLMENT, MEMBERSHIP, OR USE OF THE MURPHY DRIVE REWARDS PROGRAM (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER FORM OF ACTION) OR ITS TERMINATION, AND IRRESPECTIVE OF WHETHER MURPHY USA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY LOSS OR DAMAGE OF THIS TYPE. DISCLAIMER OF WARRANTY: MEMBERS EXPRESSLY AGREE THAT PARTICIPATION IN THE MURPHY DRIVE REWARDS PROGRAM IS AT HIS OR HER SOLE RISK. THE PROGRAM IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MURPHY USA FURTHER DISCLAIMS ANY WARRANTY THAT THE MURPHY DRIVE REWARDS PROGRAM WILL BE ERROR FREE.

MODIFICATION & TERMINATION OF MURPHY DRIVE REWARDS PROGRAM & BENEFITS

Murphy USA may change the Murphy Drive Rewards program, associated rewards points or other rewards, and these Program Terms and Conditions at any time, for any reason and without notice to you. Murphy USA may make changes that affect, without limitation, processes, benefits, levels, rules for accumulated and redeeming rewards points, rewards point redemption levels, rules for the use of rewards points, availability of rewards points, reward types, availability of Offers, and benefits of the Murphy Drive Rewards program and Member benefits.

Murphy USA may terminate the Murphy Drive Rewards program with one month's notice to all active Members. At Murphy USA's sole discretion, Murphy USA may choose to substitute a similar loyalty program for the Murphy Drive Rewards program at any time immediately upon notice to active Members. A Member may not accumulate or redeem rewards points or any other benefits after the termination of the Murphy Drive Rewards program. If the Murphy Drive Rewards program is terminated, upon termination, all unredeemed rewards points will be forfeited without any obligation or liability, and rewards points claims will no longer be honored. Murphy USA may terminate the Murphy Drive Rewards program in whole or in part, in any jurisdiction, on less than one month's notice if required to do so by applicable law, as determined by Murphy USA in its reasonable discretion.

All Murphy Drive Rewards program benefits, offers, rewards, and services are subject to availability and may be changed at any time without notice. By accepting Murphy Drive Rewards program benefits, offers, rewards, and services, including rewards points, each Member acknowledges that he or she is responsible for determining whether he or she is eligible to receive the benefits, offers, rewards, or services (including rewards points) under applicable laws, gift policies, and incentive policies. At any time and in Murphy USA's sole discretion (including where a Member was not eligible to accumulate certain rewards points according to these Program Terms and Conditions), Murphy USA may correct the amount of rewards points shown as credited to a Member's account.

MISCELLANEOUS

Murphy USA's interpretation or application of these Program Terms and Conditions will be binding on all Members. By joining the Murphy Drive Rewards program, you agree to be bound by these Program Terms and Conditions. You also agree to review these Program Terms and Conditions periodically and will be bound by any amendment, modification, or supplement. If you do not accept these Program Terms and Conditions, or any subsequent amendment, modification, or supplement, your sole and exclusive remedy is to terminate your membership in the Murphy Drive Rewards program. The Murphy Drive Rewards program is void where prohibited by law. Membership in and benefits to the Murphy Drive Rewards program are offered at the sole discretion of Murphy USA. Murphy USA reserves the right, at its sole discretion, to limit, suspend, cancel, discontinue, terminate, change, amend, or modify the Murphy Drive Rewards program and these Program Terms and Conditions, in whole or in part, at any time and without notice to members (including Murphy USA's right to expire rewards points, adjust the amount of rewards points accumulated for each whole net dollar in purchases made, or modify reward levels or reward benefits). Murphy USA reserves the right to terminate or suspend membership or accumulated rewards points due to fraud or misuse, breach of these Program Terms and Conditions or the Murphy USA Terms of Use, and for any other reason identified in these Program Terms and Conditions. You must provide and maintain the accuracy, currency, and completeness of your personal information to maintain your eligibility. Otherwise, Murphy USA reserves the right to suspend, terminate, or refuse your current or future membership in the Murphy Drive Rewards program. Any unspecified expenses related to the enrollment or use of the Murphy Drive Rewards program are solely the Member's responsibility. Rewards points may be subject to income or other taxes. The Member is responsible for paying all income taxes and for making all applicable disclosures to third parties, including the party who paid for the transaction from which the Member accumulated rewards points. Murphy USA will not be liable for any tax liability, duty, or other charges in connection with the issuance of rewards points or any other Murphy Drive Rewards program benefits.

These Program Terms and Conditions, including the terms and conditions incorporated in these Program Terms and Conditions by reference, make up the entire agreement between you and Murphy USA regarding the Murphy Drive Rewards program and they supersede any prior agreements (whether oral or written). If a court holds any of these Program Terms and Conditions unenforceable, the remainder of the Program Terms and Conditions will remain enforceable. The failure by Murphy USA to act on any breach of the Program Terms and Conditions by you will not constitute a waiver of Murphy USA's right to act with respect to any future breaches.