

GASOLOGY END USER TERMS OF SERVICE

Last modified: January 20, 2021 – Effective: February 1, 2021

1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("**Terms**") govern your access or use, from within the United States and its territories and possessions, of the applications, websites, content, products, and Platform (the "**Platform**" as more fully defined below in Section 3) made available in the United States and its territories and possessions by Gasology, LLC ("**Gasology**"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND GASOLOGY. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Platform, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Platform. Except as elsewhere herein provided these Terms expressly supersede any prior agreements or arrangements with you. Gasology may immediately terminate these Terms or any Platform with respect to you, or generally cease offering or deny access to the Platform or any portion thereof, at any time for any reason.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH GASOLOGY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Supplemental terms may apply to certain Platform application components, such as policies for a motor fuel merchant, business consumer or end user application, program, activity or promotion, and such supplemental terms will be disclosed to you in separate region-specific disclosures (e.g., a particular webpage on Gasology.com) or in connection with the applicable Platform application(s). Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Platform application(s). Supplemental terms shall prevail over these Terms in the event of a conflict.

Gasology may periodically amend these Terms. Gasology will notify you via an email to the email associated with your registration information of upcoming updates or changes that, in Gasology's sole discretion are deemed material, and when such changes will become effective. The most current version of these Terms will always be available on the Gasology website at www.gasology.com/legal. Your continued access or use of the Platform after such posting confirms your consent to be bound

by these Terms, as amended. If Gasology changes these Terms after the date you first agreed to these Terms (or to any subsequent changes to these Terms), you may reject any such change only by providing Gasology written notice of such rejection within 30 days of the date such change became effective. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Gasology, LLC (the name and current contact information are available online), or (b) by email from the email address associated with your Account to: change@Gasology.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you are nevertheless agreeing that you will continue to be bound by the provisions of these Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms for which no timely, written objection is made by you).

Gasology's collection and use of personal information in connection with the Platform is described in Gasology's Privacy Policy located at www.gasology.com/legal.

2. ARBITRATION AGREEMENT

By agreeing to these Terms, you agree that you are required to resolve any claim that you may have against Gasology on an individual basis in arbitration, as set forth in this Section 2 of these Terms, which Section shall constitute an Arbitration Agreement between the parties. This Arbitration Agreement will preclude you from bringing any class, collective, or representative action against Gasology and its subsidiaries and affiliates, including their respective officers, directors, employees and authorized representatives and agents (collectively, the "Gasology Parties"), and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against any of the Gasology Parties by someone else.

(a) Agreement to Binding Arbitration Between You and Gasology.

You and Gasology agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Platform at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Gasology (or the applicable Gasology Party), and not in a court of law.

You acknowledge and agree that you and Gasology, or, as applicable, the appropriate Gasology Party, are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and the applicable Gasology Party or Parties otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative

proceeding. However, you and the applicable Gasology Party each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent a breach of confidentiality, or the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(b) Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Arbitration Rules applicable to the parties in dispute (as such rules may be ultimately determined by the AAA) and in the case of Consumer disputes, utilizing the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in these Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the State of Louisiana.

(c) Process.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Louisiana and will be selected by the parties from the AAA's roster of independent arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery

of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

(d) Location and Procedure.

Unless you and Gasology otherwise agree, the arbitration will be conducted in New Orleans, Louisiana. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Gasology (or the applicable Gasology Party) submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

(e) Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of reasonable attorneys' fees and expenses, to the extent provided under applicable law.

(f) Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

(g) Changes.

Notwithstanding the provisions in Section 1 above, regarding consent to be bound by amendments to these Terms, if Gasology changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms for which no timely, written objection is made by you), you may reject any such change by providing Gasology written notice of such rejection within 30 days of the date such change became effective. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Gasology, LLC (the name and current contact information for the registered agent in each state are available online here), or (b) by email from the email address associated with your Account to: change@Gasology.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are nevertheless agreeing that you will arbitrate any dispute between you and Gasology in accordance with the provisions of this Arbitration Agreement as of the

date you first agreed to the Terms (or to any subsequent changes to the Terms for which no timely, written objection is made by you).

(h) Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

3. THE PLATFORM

The Platform comprises web-based, desktop and mobile technology and applications (each, an "Application"), which enable independent third-party motor fuel suppliers to connect with each other to offer motor fuel Products to business consumers and non-business consumers to purchase for their current and future delivery motor fuel consumption needs under agreement with Gasology and utilizing the Platform. Unless otherwise expressly agreed by Gasology in a separate written agreement with you, the Platform is made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO PURCHASE MOTOR FUEL THROUGH THE USE OF THE PLATFORM DOES NOT ESTABLISH GASOLOGY AS A SELLER OR PROVIDER OF MOTOR FUEL, DELIVERY SERVICES OR AS A MOTOR FUEL TRANSPORTATION CARRIER. IT IS STIPULATED AND AGREED THAT NO SALES OF MOTOR FUEL SHALL OCCUR ON THE PLATFORM.

(a) License.

Subject to your compliance with these Terms and the terms of any separate, written agreement between you and Gasology related to the Platform, Gasology grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications solely in connection with your use of the Platform; and (ii) access and use any content, information and related materials that may be made available through the Platform, in each case solely for your personal, noncommercial use, unless otherwise expressly agreed by Gasology in any such separate written agreement. Any rights not expressly granted herein are reserved by Gasology and Gasology's licensors.

(b) Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from the Platform or its Applications, or any parts thereof; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell,

transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform or its Applications except as expressly permitted by Gasology; (iii) decompile, reverse engineer or disassemble the Platform or its Applications except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Platform or its Applications; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Platform or its Applications, or unduly burdening or hindering the operation and/or functionality of any aspect of the Platform or its Applications; or (vi) attempt to gain unauthorized access to or impair any aspect of the Platform or its related systems, networks or Applications.

(c) Provision of the Platform.

You acknowledge that portions of the Platform may be made available under Gasology's various brands or request options associated with motor fuel supply, distribution, gas station, truck stop, business and fleet consumption and retail end user consumption use currently referred to generically as "Gasology". You also acknowledge that the Platform may be made available under such brands or request options by or in connection with certain of Gasology's subsidiaries and affiliates; or (ii) independent third-party technology providers or licenses.

(d) Third Party Platform and Content.

The Platform may be made available or accessed in connection with third party technology and content (including advertising) that Gasology does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party technology and content. Gasology does not endorse such third-party technology and content and in no event shall Gasology be responsible or liable for any products or technology of such third-party providers. Additionally, Apple Inc., Google, Inc., or Microsoft will be a third-party beneficiary to this contract if you access the Platform using Applications developed for Apple iOS, Android or Microsoft Windows mobile devices, respectively. These third-party beneficiaries are not parties to these Terms and are not responsible for the provision or support of the Platform in any manner. Your access to the Platform using these mobile devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

(e) Ownership.

The Platform and Applications and all rights therein are and shall remain Gasology's property or the property of Gasology's licensors. Neither these Terms nor your use of the Platform convey or grant to you any rights: (i) in or related to the Platform except for the limited license granted above; or (ii) to use or reference in any manner Gasology's company names, logos, product and service names, trademarks or Platform marks or those of Gasology's licensors.

4. ACCESS AND USE OF THE PLATFORM

(a) User Accounts.

In order to use most aspects of the Platform, you must register for and maintain an active personal user Platform account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Application permits otherwise. Account registration requires you to submit to Gasology certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by Gasology. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Platform. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Gasology in writing, you may only possess one Account.

(b) User Requirements and Conduct.

The Platform is not available for use by persons under the age of 18. You may not authorize third parties to use your Account unless specifically designated on the Platform by you and accepted by Gasology as an "Authorized User," and you may not allow persons under the age of 18 to use the Platform. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Platform, and you may only access or use the Platform for lawful purposes. You may not in your access or use of the Platform cause nuisance, annoyance, inconvenience, or property damage. If you fail to comply with these Terms (including policies and supplemental terms), you may be denied access to or use of the Platform and Gasology may charge you a cancellation fee for a Transaction that could not be completed because of your failure to comply with these Terms. In certain instances, you or an Authorized User may be asked to provide proof of identity or other method of identity verification to access or use the Platform, and you agree that you may be denied access to or use of the Platform if you or an Authorized User refuses to provide proof of identity or other method of identity verification.

(c) Text Messaging and Telephone Calls.

You agree that Gasology may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an Gasology account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing or selling any Products, or for utilizing the Platform. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or Platform. You also understand that you may opt out of receiving text messages from Gasology at any time, by emailing help@gasology.com with the subject line "STOP" with the

mobile device number that is receiving the messages. If you do not choose to opt out, Gasology may contact you as outlined in its User Privacy Statement, located at www.gasology.com/legal.

(d) User Provided Content.

Gasology may, in Gasology's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Gasology through the Platform textual, audio, and/or visual content and information, including commentary and feedback related to the Platform, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Gasology, you grant Gasology a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Platform and Gasology's business and on third-party sites and Platform), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Gasology the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Gasology's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Gasology in its sole discretion, whether or not such material may be protected by law. Gasology may, but shall not be obligated to, review, monitor, or remove User Content, at Gasology's sole discretion and at any time and for any reason, without notice to you.

(e) Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Platform. Your mobile network's data and messaging rates and fees may apply if you access or use the Platform from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform and Applications and any updates thereto. Gasology does not guarantee that the Platform, the Applications or any portion thereof, will function on any particular hardware or devices. In addition, the Platform and its Applications may

be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

5. PAYMENT

You understand that use of the Platform may result in charges to you for the Products you purchase on the Platform or for otherwise performing a Transaction on the Platform ("Transaction Charges"). Gasology will receive and/or enable your payment of the applicable Transaction Charges for the Products obtained through your use of the Platform. Transaction Charges will be inclusive of applicable taxes where required by law.

All Transaction Charges and payments will be enabled by Gasology using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Gasology may use a secondary payment method in your Account, if available. Transaction Charges paid by you are final and non-refundable, unless otherwise determined by Gasology.

6. PICKUP AND DELIVERY OBLIGATIONS

Each Product that you purchase using the Platform has a pre-specified volume or amount, pickup or delivery method, type and a beginning and ending date that you are to receive the Product that you purchased on the Platform. In the event that you are unable to pickup and/or receive the specified volumes of your Product within the pre-specified period, you may be subject to forfeiture of such Product purchased, change fees, volumetric fees or any combination thereof in accordance with the respective Gasology Merchant's pickup and delivery rules that can be found on the Platform.

7. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

(a) DISCLAIMER.

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." EACH GASOLOGY PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, GASOLOGY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE PLATFORM OR ANY PLATFORM OR PRODUCTS REQUESTED THROUGH THE USE OF THE PLATFORM, OR THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) LIMITATION OF LIABILITY.

NO GASOLOGY PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF THE GASOLOGY PARTIES, EVEN IF SUCH GASOLOGY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO GASOLOGY PARTY SHALL BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE PLATFORM OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM, EVEN IF GASOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GASOLOGY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GASOLOGY'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF THE GASOLOGY PARTY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON GASOLOGY'S CHOICE OF LAW PROVISION SET FORTH BELOW.

(c) Indemnity.

You agree to indemnify and hold the Gasology Parties harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Platform or its Applications or Products obtained through your use of the Platform; (ii) your breach or violation of any of these Terms; (iii) Gasology's use of your User Content; or (iv) your violation of the rights of any third party.

8. OTHER PROVISIONS

(a) Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of Louisiana, with venue being in New Orleans, Louisiana. Only in the event that you request to Gasology in writing the application of different law, the parties agree in advance to use the substantive laws of either Texas or New York (in that order), and in such event venue shall correspond to the applicable law, such that venue will be in either Houston, Texas, or New York City, applicable. Any choice of law shall be without regard to the state's choice or conflict of law provisions, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law

provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Louisianians to assert claims under Louisiana law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 2 of these Terms, are only intended to specify the use of Louisiana law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending Louisiana law to you if you do not otherwise reside in Louisiana. The foregoing choice of law and forum selection provisions do not apply to the Arbitration Agreement in Section 2 or to any arbitrable disputes as defined therein. Instead, as described in Section 2, the Federal Arbitration Act shall apply to any such disputes.

(b) Notice.

Gasology may give notice by means of a general notice on the Platform, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your Account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email, text or telephone). You may give notice to Gasology, with such notice deemed given when received by Gasology, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o Gasology, LLC. The name and current contact information for are available online.

(c) General.

You may not assign these Terms without Gasology's prior written approval. Gasology may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Gasology's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this Section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Gasology or any third-party technology provider as a result of these Terms or use of the Platform. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent permitted under applicable law. Gasology's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Gasology in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.