Electronic Platform Terms of Service

(last revised October 10, 2019)

Welcome to mySUPERIOR™, an online service portal and/ or mobile application (the **"Platform"**), owned and operated by Superior Propane. Superior Propane will allow you to access the Platform and use the Services (as defined below) subject to the following terms and conditions and our Privacy Policy (collectively, the **"Terms"**).

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM. BY CLICKING THE CHECKBOX BESIDE "I HAVE READ AND ACCEPT THESE TERMS OF SERVICES" AND BY ACCESSING AND USING THE PLATFORM, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS. The Terms are to be read by you together with any terms, conditions or disclaimers provided in the pages of the Platform. If you do not agree to these Terms, access to the Platform will not be provided. Your continued access or use of the Platform will mean that you agree to these Terms and any subsequent changes that may be posted to the Platform.

These Terms are an agreement between the users (**"you"** or **"your"**) and Superior Propane (**"we," "our**" or **"us"**) and govern your use of the Platform and the Services (all as defined below). The online service portal to which these Terms apply is the mySUPERIOR™ site at mysuperior.superiorpropane.com and the mobile application, as amended from time to time. If you are using the Platform or the Services on behalf of another, you represent that you are authorized to accept the Terms on such user's behalf. Unless explicitly stated otherwise, the Terms will govern the use of any and all new features that augment or enhance the current Services, including the release of any new Services.

Please read these Terms carefully before accessing or using the Platform and the Services:

- **1.Agreement**

  By accessing the Platform or using any of the Services (as defined below) provided through the Platform, you expressly agree to be bound by, accept and comply with these Terms. If you do not agree with any of these Terms, you must immediately exit and stop using the Platform. If you do not agree with these Terms, you may not read, link to, download or in any other way use information or services provided on the Platform and should destroy all material obtained by you through your use of the Platform.

  We reserve the right to modify, alter, or update these Terms, including the Privacy Policy incorporated by reference therein, at any time in our sole discretion without prior individual notice, and you agree to be bound by such modifications, alterations, or updates. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting on the Platform or by electronic or conventional mail. As such, it is vital that the Terms be read regularly so that you are aware of any such changes, and you agree to review these Terms regularly and to inform yourself of such revisions. You can review the most current Terms at any time at https://mysuperior.superiorpropane.com/tos. You can tell when the Terms were last modified by checking the "last revised" date that appears at the top of the document. Your use of the Platform following any such change constitutes your agreement to follow and be bound by the Terms as changed. If at any time these Terms are no longer acceptable to you, please immediately cease all use of the Platform.

- **2. Services:**

The Platform provides digital account management services for your account(s) with Superior Propane including the services described below (collectively, the "**Services**"):

- (i) the ability to view your current Superior Propane electronic invoices and any payment history (each, an "**Invoice**");
- (ii) the ability to view your account statements (if applicable) (each, a **"Statement"**);
- (iii) the ability to access and manage your online profile related to your Superior Propane account (each, an **"Account"**);
- (iv) the ability to gain digital access to your Account, Account history and other Account information;
- (v) the ability to register online for pre-authorized payment;
- (vi) the ability to pay online via credit cards; and
- (vii) the ability to request propane delivery online.

- **3. Registration**

Registration is required to access the Platform and use the Services. To register, you must enter the requested registration information online at mysuperior.superiorpropane.com, which includes your account number, first name, last name, identity verification, a username and password that you create, and a security question for your account. An email will be sent to you immediately including a confirmation link to complete the registration. The confirmation link will only be valid for six (6) hours. You are responsible for utilizing your confirmation link within this prescribed timeframe; otherwise, you must request a new confirmation link.

Once you receive the confirmation link, you will be required to click on the link, which will bring you to a secondary registration screen where you will be required to input your email address and password. Once completed and upon clicking the SUBMIT button, you will be successfully registered for your mySUPERIOR™ account.

By agreeing to these Terms, you agree to provide accurate and current information as required for registration and to update your information promptly when warranted to ensure it remains accurate and complete. In submitting any information to Superior Propane via the Platform, including any personal information, you represent and warrant that the information submitted is true and accurate and that you have obtained all necessary approvals, consents and authorizations as may be required under applicable laws, including privacy laws, from any third party to disclose said information. You will be solely responsible for maintaining the confidentiality of any personal username(s) or password(s) required by you to access the Platform or required by you to use any of the Services, and for all activities that occur while using such personal username(s) or password(s). You agree not to share your password, let anyone else access your account and/ or the Platform or do anything else that might jeopardize the security of your account, and you agree to be responsible for all acts or omissions with respect to your user account. To preclude the risk that the use of an automatic log-in capability may jeopardize the security of your Account(s), Superior Propane recommends that you manually enter your user name and password each time you access the Platform and use the Services.

You must be an existing Superior Propane customer to register to access the Platform and use the Services. Superior Propane reserves the unqualified right to accept or decline a request to open a user account, terminate a user account and to discontinue the provision of Services to a user account.

- **4. Alert**

Enabling alert function on the Platform allows you to receive messages about yourAccount(s) (each, an **"Alert"**). You may receive alerts via email or text message. You understand that the text and email messages are not encrypted and may contain information about you and your transactions with Superior

Propane. You are solely responsible for your mobile phone, including where you leave it, and for accessibility to your emails. Alerts are provided to you as a supplement and not as a replacement to your Statements or Invoices. Receipt of an Alert may be delayed or prevented, and Superior Propane will not be liable to you for damages (including special, indirect or consequential damages) that may result if, for any reason, you are unable to receive an Alert or if the content of any Alert is inaccurate. You must continue to review your Superior Propane Invoice or Statement, and to contact Superior Propane if you think there is an error. Standard text message rates will apply to all text messages sent to your mobile phone. Depending on the text message service plan you have selected with your carrier, you may incur additional charges on your mobile bill. We may change Superior Propane's alerts and the applicable terms and conditions, in whole or in part, at any time without notice. Alert changes may include, but not limited to, changes in content, frequency or timing.

- **5. Inbox Communications and Push Notifications (where applicable)**

  If you download the mobile application version of the Platform, you will have the opportunity to opt-in to receive push notifications from Superior Propane on your device or within the Platform's mailbox. These notifications may include promotional communications, invoice reminders and system messages.

  At any time following the download of the mobile application version of the Platform, a user may opt-out of receiving push notifications by tapping "More" in the mobile application's menu, then "Notifications", then selecting the types of notifications to turn off.

- **6. Authorization and Password**

  The use of your username(s) and password(s) by you, or by any person with or without your knowledge or consent, is legally binding and makes you responsible to the same extent and effect as if you had given signed, written authorization to Superior Propane. You authorize Superior Propane to accept, without any further verification, and you agree to be responsible for all activities with respect to your Account(s) and on the Platform when conducted using your username(s) and/ or password(s).

  You are solely responsible for maintaining the security of your username(s) and password(s) (collectively, the **"Password"**). You agree to keep your Password confidential. Superior Propane is not responsible for the unauthorized use of the Services by any other person with your Password. Superior Propane is under no obligation to confirm the actual identity or authority of anyone using your Password. If you enabled biometric information either faceID or fingerprint recognition, as your Password to sign onto the Platform or any other biometrics information stored on your device will be able to sign onto the Platform, you are responsible for removing any other person's biometric information from your devices before registering for the Platform.

  If you suspect your Password or biometric ID is compromised (i) notify us immediately; (ii) replace your Password and (iii) delete all biometric information from your device. You are responsible for any losses that result from your own use of your Password and any use by a third party of your Password.

- **7. Electronic Statements and Invoices**

  Upon registering for the Platform, you are automatically enrolled to receive electronic invoices that can be accessed through the Platform. Superior Propane will also send you an Alert, if enabled, when your Invoices and Statements are accessible through the Platform. While you can retrieve electronic invoices and statements on the Platform, you are responsible for retaining a copy of your electronic Invoices and Statements.

- **8. Privacy and security**

During your use of the Platform, you may voluntarily submit personal information, and by using the Services to request propane delivery, service change or your Account information, you are asking Superior Propane to enter into commercial transactions with you or provide you with your Account information. Superior Propane respects the privacy and confidentiality of your personal information. By submitting personal information to Superior Propane through the use of the Services, you acknowledge and agree that you have consented to the collection, use, and disclosure of that personal information as specified in any collection form. The general policies of Superior Propane with respect to the collection, use and disclosure of personal information are reflected in Superior Propane's privacy policy, found at https://www.superiorplus.com/privacy/ (the **"Privacy Policy"**) and any questions in that regard may be directed to Superior Propane's privacy officer (as identified in the Privacy Policy). Superior Propane respects the privacy and confidentiality of your personal information. We are committed to ensuring responsible practices in our collection, use, and disclosure of your personal information in accordance with the applicable law and our Privacy Policy. The terms and conditions of our Privacy Policy, as may be amended from time to time, are hereby incorporated by reference into and form a binding part of these Terms and Conditions. Should Superior Propane change its Privacy Policy, the revised policy will be posted prominently on the Platform, or it will otherwise be brought to your attention.

When you access the Platform, our web server automatically collects a limited amount of information essential for the operation and security of our Platform. This information includes, but is not limited, to your Internet Protocol ("IP") address. IP addresses are unique numbers assigned by Internet Service Providers ("ISP") to all devices used to access the Internet. Web servers automatically log the IP addresses of visitors to their Platforms. The IP address, on its own, does not identify an individual. However, in certain circumstances, such as with the co-operation of an ISP, for example, it could be used to identify an individual using the Platform. As such, the extent of personal identification from an IP address depends, in large part, on the "naming standards" followed by your ISP. You may wish to check with them to inquire about their policies and practices in this regard. Superior Propane uses IP addresses for a variety of purposes, including:

- (i) to analyze the performance, functionality and security of the Platform;
- (ii) to detect fraudulent uses of the Platform;
- (iii) to conduct general web analytics of the Platform, such as the Platform traffic, number of visits to the Platform, the type of browser used to visit the Platform, and the date and time of the request; and
- (iv) to provide you with regional marketing materials and advertisements based solely on the location of your IP address. Superior Propane does not track your web browsing activity or online behaviour.

By agreeing to these Terms and the continued access or use of the Platform, you are accepting the practices described in the Privacy Policy.

- **9. Ownership and Intellectual Property**

The Platform, the Services and all contents thereof, including, but not limited to, all text, images, data, HTML code, multimedia clips, graphics, icons, java code, account information, photographs, audio, visual materials and the section and arrangement of the contents of the Platform or other materials on the Platform (collectively the **"Content"**), are owned and protected intellectual property of Superior Propane, used under license by Superior Propane, or other third parties with all rights reserved unless otherwise noted (the **"Intellectual Property"**). Superior Propane and its suppliers shall retain all rights, title, ownership, and interests in the Content. Except as expressly provided, nothing in these Terms or on the Platform or any of the Services shall be construed as granting any license under any of the intellectual property rights, whether by implication, waiver, estoppel or otherwise. You are expressly prohibited from copying, transferring, reproducing, storing, uploading, distributing, publishing or using, in whole or in part, any of the Intellectual Property appearing on the Platform or through use of any Service(s) without

the prior written consent of Superior Propane or any third party owner of the Intellectual Property. Superior Propane will take the appropriate legal action necessary to enforce its rights respecting any prohibited use of any Intellectual Property on the Platform.

Certain words, phrases, names, designs or logos used on the Platform (collectively, the **"Marks"**), and any links from the Platform may constitute trademarks, service marks or trade names of Superior Propane, used under license by Superior Propane or other entities. The display of any such Marks does not imply that a license has been granted to you by Superior Propane or other entities. The Marks may not be distributed, modified, transmitted, re-posted or used for public or commercial purposes without the prior written permission of Superior Propane. The Marks include, without limitation, the business name Superior Propane and the logo.

- **10. Disclaimer**

The Platform and the Content are provided for information purposes only without warranties or conditions of any kind. Access to the Platform and use of the Services are provided on an "as is", as and when available basis, and while reasonable efforts are made to ensure the quality, accuracy and timeliness of the content and the operation of the Platform or the Services, Superior Propane does not make warranties of any kind regarding the Platform, the Services and/or the content and expressly disclaims all warranties, representations and conditions of any kind, whether expressed or implied, including without limitation, any representations or warranties that: (i) the Platform, the Services or the content will be accurate, complete, current, timely, merchantable, suitable or fit for any particular purpose, (ii) the operation of the Platform or the Services will be uninterrupted, timely, secure or error-free, (iii) there will be no delays, difficulties in use, defects, incompatibility, failures, omissions or loss of transmitted information; (iv) defects or errors in the Platform, the Services or the content will be corrected, (v) the Platform or the Services will be free from any virus or other harmful components, trojan horse, worm, backdoor or other program code or programming instruction or set of instructions designed to disrupt, disable, harm interfere with or otherwise adversely affect computer programs, data files or operation, (vi) communications to or from the Platform or transmitted via the Services will be secure and/or not intercepted, (vii) the Platform, the Services or the content will not infringe any third party intellectual property, or (viii) the results that may be obtained from use of the Platform or the Services will be accurate or reliable.

Further, nothing on the Platform or the Services constitutes advice, nor should the Platform or any part thereof, including the services offered thereunder, be relied upon in making, or refraining from making, any decision.

Superior Propane and its affiliates, and their respective officers, directors, employees, agents, successors and assigns will not be responsible or liable for any delay, damage, loss or inconvenience, including but not limited to delay, damage, loss or inconvenience resulting from a shortage of or running out of propane, you or any other person may incur if you are unable to access the Platform or any Service or experience any delay in the processing of any transaction via the Platform for any reason whatsoever (including without limitation due to any malfunction of the Platform or any particular Service).

Any material downloaded or otherwise obtained through the use of the Platform or the Services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

Superior Propane does not make any representations or warranties that the Platform, or any part thereof, including any Service, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Platform or use a Service do so on their own initiative and at their own risk and are responsible for complying with all local laws, rules and regulations. We may limit the Platform's availability, in whole or in part, to any person, geographic area, operating system or jurisdiction wechoose, at any time and in our sole discretion.

- **11. Limitation of liability**

  You acknowledge and agree that you are using the Platform and the Services solely at your own risk and liability. Superior Propane and its affiliates, and their respective officers, directors, employees, agents, successors and assigns will not be responsible for any damages whatsoever, including without limitation direct, indirect, special, incidental, economic, exemplary, consequential or punitive damages, arising out of or in connection with the content or the use of or inability to use the Platform or Services, including but not limited to any damages caused by any failure to perform, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus and other damage to computers, computer networks or other property, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record or data or information or programs, whether such damages or injuries are based on contract, tort (including, without limitation, negligence and gross negligence), strict liability, or otherwise, even if superior propane has been advised of the possibility of such damages.

- **12. Indemnity**

  As a condition of your use of the Platform and/or the Services, you agree to defend, indemnify and hold harmless Superior Propane and its affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, losses, costs, demands, suits, damages, actions, proceedings, liabilities and expenses, including without limitation reasonable attorneys, accounting and experts fees, suffered or incurred by Superior Propane from or related to your violation of these Terms or your use of the Platform , the Services or any Content contained therein, or any violation of applicable law or rights properly belonging to another party by you.

- **13. Confidentiality Warning**

  Absent the use of encryption, the internet is not a secure medium, and privacy cannot be ensured. Internet email is vulnerable to interception, forging, loss, corruption, or alteration. In using the Platform and/or the Services, you agree to assume the risks associated with the transmission, interception, corruption or loss of any data or information to or from Superior Propane on the Platform or via the Services, including the interception of such confidential data or information by third parties and agree to be liable for any damages occurring as a result thereof.

- **14. Limited License**

  The Platform and the Services are provided for your informational, non-commercial, personal, lawful use only as authorized under these Terms or as otherwise provided on the Platform or any Service(s). You are granted a limited, non-exclusive, non-transferable, revocable license to use the Services solely for your own informational, non-commercial, personal, lawful use (the **"Limited License"**). Under the Limited License, you may use, display or print short extracts of the Content for your personal lawful non-commercial use only, provided such Content is not modified in any way. Any other use of the Content is prohibited. This is a limited license grant, not a title transfer, and under the Limited License you may not market, commercially exploit, reproduce, copy, download, derivatize or modify the Content, remove any copyright or proprietary notices from the Content or distribute, rent, lease, loan, sell or assign any Content on the Platform or any Service(s), in whole or in part, without Superior Propane's prior written permission. You further agree not to adapt, translate, modify, decompile, disassemble, decrypt, reformulate, adapt,

alter, adjust, change, frame or reverse engineer any technology, software, applications or programs used in connection with the Platform or any Service(s). Superior Propane reserves the right to revoke this Limited License at any time without notice and for whatever reason, in its sole discretion, and to require you to delete, destroy or otherwise remove any such material.

- **15. Rules of Use**

  You may not access the Platform, the Services and/ or the Content for any purpose that is unlawful or prohibited by these Terms. You agree that in accessing or using the Platform or any Service(s) or submitting any information or materials to Superior Propane, you shall:

  - (i) act in compliance with all applicable laws, regulations and government order;
  - (ii) not attempt to damage, modify, alter or deface any part of the Platform, any Service(s) or any Content;
  - (iii) not post, transmit, link to or otherwise distribute any information, materials or content (including for greater certainty, software) which contains a virus, a trojan horse, worms, time bombs or other programming routines that damage, interfere with, capture, intercept, expropriate or adversely affect any computer systems or programs, the Platform or the Service(s). You must take reasonable and appropriate precautions to ensure that any computer system used to access the Platform or any Service(s) is secure and free of viruses or other harmful or destructive properties;
  - (iv) not upload, post, transmit, link to or otherwise distribute any inappropriate, profane, defamatory, indecent, offensive, infringing, obscene, threatening, harassing, abusive, fraudulent, libellous or unlawful material or material that would constitute, advocate or encourage a criminal offence or give rise to civil liability or information or material that violates any rights of another person or entity, or contains advertising, solicitations, bulk unsolicited emails or spam, chain letters, pyramid opportunities or offers for the sale of goods or services;
  - (v) not impersonate any person or entity, use another's account, operate under an alias, conceal your identify or falsely state or otherwise misrepresent your association with any person or entity, forge headers, or otherwise manipulate username(s) in order to disguise the origin of any content you submit or otherwise transmit to Superior Propane via the Platform or the Services;
  - (vi) not directly or indirectly, use or access, or encourage, solicit, permit, facilitate, aid, assist or abet the use or access of the Platform or any Service(s) through any manual process or any automatic, electronic or technical device, including but not limited to automated scripts, robots, crawls, screen scrapers, web bots, deep-links, indexes, spiders, click-spams, macro programs, or any other device, program, software, system, algorithm, methodology or technology, now known or hereinafter discovered, that performs the same or a similar function, in order to, without limitation: data mine; screen scrape; data process; access, extract, copy, distribute, aggregate or acquire information; generate impressions or clicks; input or store information; search or generate searches; or manipulate or monitor any portion of the Content, the Platform or the Service(s);
  - (vii) not use or access the Platform or any Service(s) in such a manner, or otherwise take any action, that taxes Superior Propane’s infrastructure to an unreasonable and disproportionate extent, or reduces the speed of the Platform or any Service(s), that otherwise interferes with the normal functioning of the Platform or any Service(s) or otherwise abuses or overuses the Platform or any Service(s);
  - (viii) not circumvent, or attempt to circumvent, any measures or precautions taken by Superior Propane or any of its respective contractors to prevent the use or access of the Platform or any Service(s), or any action, in violation of these Terms;
  - (ix) not use the Platform to gain or attempt to gain unauthorized entry or access to other computer systems or networks or to interfere with the security of, or otherwise abuse, the Services, system resources, accounts, servers or networks connected to or accessible through the Services;
  - (x) not use the Platform to gain or attempt to gain unauthorized access to the Services or portions of the Services which are restricted from general access;
  - (xi) not access the Services for the purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purpose;

- (xii) not mirror the Platform or any of its content on any other server without the express written permission of Superior Propane; and
- (xiii) not engage in any other conduct or activity that either conflict with these Terms or that Superior Propane deems, in its sole, absolute and unfettered discretion, to be in conflict with these Terms.

- **16. Third Party Sites**

  The Platform may, from time to time, contain links to third party web sites (**"Third Party Sites"**). The Third Party Sites are independently developed by parties other than Superior Propane and are not controlled or maintained by Superior Propane. The links to Third Party Sites are provided solely as a convenience to you, and Superior Propane is not, in any manner, disseminating or endorsing any information, products or services contained on or offered through the linked web sites nor does Superior Propane have any control over the content of such sites. Your use of Third Party Sites and your dealings with the owners or operators of Third Party Sites is solely at your own risk and liability. Superior Propane assumes no responsibility whatsoever for Third Party Sites nor does Superior Propane makes any representations or warranties of any kind with respect to Third Party Sites, including without limitation any representations or warranties: (i) regarding the accuracy, currency, quality or appropriateness of the information contained on Third Party Sites, (ii) regarding merchantability, fitness for a particular purpose, or non-infringement of any material, content, goods or services located at or made available through Third Party Sites, and (iii) that the operation of Third Party Sites will be uninterrupted, error-free or free from viruses or other harmful components. Linking to any Third Party Sites is at your sole risk, and Superior Propane will not be responsible or liable for any damages or loss caused by or in connection with such linking including without limitation any use of, or reliance upon, any content, goods or services available on or through any such Third Party Sites. Third Party Sites may collect your personal information (including information generated through the use of cookies) when you link to their web sites. Superior Propane is not responsible for how such third parties collect, use or disclose your personal information.

- **17. No Linking to the Site**

  Links to the Platform without the express written permission of Superior Propane are strictly prohibited. To request permission to link to the Platform, please contact the Webmaster at webcustomerservice@superiorpropane.com and write "Request for Third Party Link" in the subject line.

- **18. Bill Payment**

  You are solely responsible for ensuring that Superior Propane receives all payments by you on-time and by the payment due date. Without limiting the foregoing, Superior Propane is not responsible for any late, misdirected or failed payments or attempts to pay, regardless of the cause (including, without limitation, failure or malfunction of the Platform, any of the Services or links to Third Party Sites) or for any resulting fees, interest or other charges imposed by Superior Propane, credit card issuer or other parties.

  For information on payment options, please visit www.superiorpropane.com.

- **19. Records Retention**

  You are solely responsible for maintaining your own record of activity using the Platform and/ or the Services, and for retaining all copies of Superior Propane Invoices, Statements and other relevant data. Any record retention services performed by Superior Propane are solely at Superior Propane’s discretion and may be discontinued by Superior Propane at any time with or without notice to you.

- **20. Modifications and Termination of Limited License**

  You may terminate your Limited License to use the Services at any time. In the event of a breach of the Terms or you cease to be a current existing customer of Superior Propane, Superior Propane may, in its

sole discretion, terminate all access to, or use of, the Platform and/ or the Services.

In addition, Superior Propane reserves the right to suspend, discontinue, terminate or modify any aspect of the Platform, Services or Content and/or your access to or use of the Platform, Services or Content at any time for any reason whatsoever with or without prior notice to you and without liability to you for doing so.

Upon termination, you agree to immediately delete or destroy any downloaded or printed material obtained from the Platform (excluding your Superior Propane Invoice(s)). Superior Propane further reserves the right to refuse to post on the Platform and the right to remove from the Platform any information or materials, in whole or in part, that Superior Propane deems, in its sole discretion, to be inappropriate, unlawful or in violation of these Terms. If you are dissatisfied with the Platform, any of the Services, any of the Content, or any of the Terms, rules, policies, or practices of Superior Propane in operating the Platform and the Services, you acknowledge that your sole and exclusive remedy is to discontinue using the Platform and the Services.

- **21. Entire Agreement**
  - (i) Subject to section 21(ii) below, these Terms form the entire agreement between you and Superior Propane with respect to your use of the Platform, the Services and the Content. Failure or delay by Superior Propane to enforce the provisions of these Terms or Superior Propane's rights or remedies at any time will not be construed to be a waiver of Superior Propane's rights under these Terms and will not prejudice Superior Propane's right to take subsequent action. If any provision in these Terms is illegal, invalid, or unenforceable at law, as determined by a court of competent jurisdiction, it shall be deemed to be severed from these Terms, and the remaining provisions shall continue in full force and effect.
  - (ii) In addition to these Terms, you shall abide by and be bound by your existing agreement with Superior Propane with respect to any and all services provided to you by Superior Propane (the **"Agreement"**).
- **22. Choice of Laws**

  The laws of the Province of Alberta and laws of Canada applicable therein shall govern any dispute relating to the use of the Platform and/ or the Services, including without limitation the interpretation of these Terms, despite any conflict of laws provision in force where you live or the physical location of your computer system. You hereby consent to the jurisdiction of the courts of the City of Toronto in the Province of Ontario in any actions or dispute relating to your use of the Platform.

- **23. Headings and Defined Terms**

  The headings before each section in these Terms are for convenience only and do not affect the meaning of these Terms.

  Save and except as otherwise expressly defined, words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meaning.

- **24. Severability**

  The invalidity of any of the provisions of these Terms, as determined by a court of competent jurisdiction, shall not affect the validity of the remaining provisions.

- **25. Conflict with Other Agreements**

  To the extent there is any inconsistency between these Terms (or any portion thereof), the Agreement and the general website Terms and Conditions found at https://www.superiorpropane.com/terms-and-conditions/, the following order of precedence shall apply: first, the Agreement, second, these Terms, and

third, the website Terms and Conditions.