

When you log on to Poole Commercial Fuels and the Commercial Fueling Network with your account number and password, you agree to be bound by the terms of this Web Maintenance Agreement. Please read it carefully. To complete your registration, please print this agreement, fill it out and fax it to 714-415-2010 or mail it to: Poole Commercial Fuels, PO Box 11531, Santa Ana, CA 927111-1531. If you wish to receive a printed copy of the agreement by mail, please call 714-415-2010.

This Web Maintenance Agreement (the "Agreement") governs the terms and conditions of the use of "www.poolefuels.com" and "www.cfnnet.com" for access to various sensitive account controls and data provided by Poole Commercial Fuels ("Poole"). In this Agreement, the following definitions apply: The words "you" and "your" mean a Poole Commercial Fuels customer, and the words "we", "us" and "our" mean Poole Commercial Fuels or Commercial Fueling Network ("CFN"), as applicable. The word "Computer" refers to your computer hardware, software, and any other related equipment. The word "Account" refers to the cardlock account, credit agreement, fueling cards, Personal Identification Numbers (PINs), and cardlock agreement on file with us for your company. Your Account, Fueling Cards, and use of your PINs are also governed by the Cardlock agreement, credit application, terms and conditions already submitted. This agreement does not alter or nullify any of these aforementioned contracts.

- (a) General** - You may use your assigned login and password and a personal computer to perform certain transactions described below. Web Maintenance (WM) is available over the Internet. You can access WM from the link on our website. When logging in, you are requesting Internet access to Poole and CFN and are agreeing to the terms and conditions of this agreement, and (after their effective date) any changes in such terms and conditions. All effective terms and conditions apply to the use of WM by you and any others whom you permit to use WM. If you do not agree to the terms and conditions, you may not use WM. By using WM, you consent to the electronic transmission of Account data and transactional information. Your consent will be deemed effective for as long as you use WM.
- (b) Computer Requirements** - In order to use WM, you will need a personal computer capable of accessing standard and secured HTML web pages. You are responsible for the installation, maintenance, and operation of your computer. We are not responsible for any errors or failures caused by any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be associated with the use of WM or your computer. You are also responsible for all telephone charges incurred in connecting to WM and for charges by any Internet Provider providing connection to the Internet.
- (c) Access** - You can use your Computer to access WM 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods or periods of unplanned outages. We are in no way responsible for any losses or damage incurred relating to any unplanned outages.
- (d) Online Accounts** - In order for you to use WM, you must have a valid Account with Poole Commercial Fuels. Your account must be in good standing. If your account becomes past due or your cards are invalidated due to slow payment or non-payment, or for any violation of the cardlock or credit agreements, we reserve the right to terminate your online account without notice.

(e) Authorizations - You must be an authorized user of WM in order to access it through the Internet. Authorized users of WM may only be designated by an owner, officer, or authorized corporate agent. You are responsible for the safekeeping of your passwords and other sensitive account data. We are happy to change online passwords as requested, but we cannot be held responsible for any losses or damages resulting from lost or misplaced PINs, Account Numbers, Card Numbers, or online passwords. All authorized users, their passwords, and email addresses are maintained by us. Customers are required to keep this information current to maintain the security and integrity of the online account.

(f) Web Transactions - WM currently allows you to perform the following functions:

(i) You may View your Active/Inactive cards (ii) You may Validate or Invalidate existing cards (we reserve the right to disallow this specific service on a circumstantial basis) (iii) You may view fuel transaction information for your Account (iv) You may view transaction authorizations and/or authorization failures for the cards on your Account.

(g) Customer Responsibility - You are responsible for all transactions, validations/invalidations, or changes you authorize with WM. If you permit other persons to use your account number and password to access WM, you are responsible for any resulting transactions and changes on your Account. We will not be liable for and will not reimburse you for any losses or misuse of fueling cards that may occur as a result of this use of your account number and password. You are responsible for keeping your passwords and account data confidential.

(h) Limit of Our Liability - We agree to make reasonable efforts to ensure full performance of WM. We will be responsible for acting only on those instructions, which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instruction arising out of the use of any Internet Service Provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of WM. In certain states, our liability is limited to the extent permitted by law.

POOLE COMMERCIAL FUELS AND COMMERCIAL FUELING NETWORK MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING WEB MAINTENANCE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

WM gives you access to services and information which may be presented with a distinct 'look and feel.' These services, information and 'look and feel' are our proprietary property. You may use WM for use in the management of your business' fuel cards and Cardlock Account, and may not reproduce, sell or distribute all or any portion of the information provided to you by WM.

Customer

Account Name _____

Account Number _____

Primary Contact _____

Email Address _____

Authorized User List:

Please Note - this list is maintained in our offices. You may change your password online, but you may not add or delete users. Please make every effort to keep the list current. Call us immediately if users or passwords need to be added, deleted, or changed.

User 1: Name _____ Password _____ EMAIL _____

User 2: Name _____ Password _____ EMAIL _____

User 3: Name _____ Password _____ EMAIL _____

User 4: Name _____ Password _____ EMAIL _____

User 5: Name _____ Password _____ EMAIL _____

Please read terms and conditions above before signing!

BY _____

TITLE _____

DATE _____

Fax the completed form to 714-415-2010 .