

Fuel Management System – Terms and Conditions



Fueling Your Progress, Efficiently, 24-7

- 1) Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- 2) This network access card is used to initiate a Pacific Pride transaction to obtain fuel or other services offered through the cardlock system and select retail locations. This network access card is not a credit card. Therefore the federal \$50.00 liability limit for credit cards will not apply to these network access cards.
- 3) In the event that any legal action is required to collect on this account, Issuer will determine venue for such legal matters.
- 4) Purchaser shall be responsible for all purchases by Purchaser or *any* other persons using the network access cards issued to Purchaser, regardless of whether use by another person is authorized or fraudulent. The Purchaser will *immediately* notify the Issuer of a lost, stolen, or misused card. The Purchaser agrees that they will not have the Driver ID number or security access code on or near the card should it be lost, stolen, or used fraudulently.
- 5) The Purchaser agrees to be responsible for any spills or fueling facility/equipment damage whether accidental or due to negligent use.
- 6) The Purchaser is advised that purchases at cardlock sites that are at or near retail sites will not be priced at the posted retail price at the site but the actual cardlock price per gallon. The posted price is for cash or credit card purchases only and not the price of cardlock fueling purchases.
- 7) The Purchaser agrees that they have 10 days from their statement date to dispute any charge(s) noted within the statement.
- 8) Purchaser shall promptly notify Issuer of any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold.
- 9) Purchaser represents that any person using the network access cards delivered to Purchaser is aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed. The Purchaser agrees to indemnify and hold Issuer harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by the Purchaser or any person using the network access cards delivered to the Purchaser hereunder.
- 10) Issuer shall use its best efforts to maintain the cardlock system in good working order and condition at its expense. Issuer shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that any person using the network access cards delivered to the Purchaser shall promptly notify Issuer of any malfunction of the cardlock system of which Purchaser is aware.
- 11) Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Issuer. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Issuer. Issuer shall refund any deposit to Purchaser when all cards are returned and all amounts owing are paid in full.
- 12) In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Issuer, including but not limited to failure to pay sums owing to Issuer when due, then in addition to any other sums due or payable, Purchaser agrees to pay reasonable attorney fees and costs incurred by Issuer in the enforcement of Issuer's rights. If suit or action is filed to enforce the rights of Issuer, Purchaser agrees to pay such further sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
- 13) All terms and conditions are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
- 14) A handling fee will be charged for all checks or EFT transactions returned from the bank for any reason. If two or more checks or EFT transactions are returned within a one-year period Purchaser's account may be closed and network access cards(s) cancelled.
- 15) Purchaser may request that controls be applied to its network access card(s).
 - 15.1. The availability and effectiveness of controls at retail sites is dependent upon the merchant's adoption of card specifications and the information, including product codes, that the merchant transmits to Issuer. The product codes are assigned by the merchant and not by the Issuer. In addition, some controls are not enforceable at island card readers due to equipment restrictions at the merchant location.
 - 15.2. Default control values are only assigned by Purchaser through the online product. More detailed information related to controls and their limitations is available online. Issuer is not responsible for the prudence of any particular control level selected by Purchaser. Issuer shall use reasonable efforts to deny requests for transaction authorizations that fall outside the selected control parameters. Purchaser remains responsible for payment in full of transactions which fall outside of the control parameters selected, if such transactions are made with a valid Network access card and are processed by Issuer. The existence and/or use of controls will not affect Purchaser's liability for unauthorized transactions in certain circumstances and is more fully described in the guidance information provided when you make your control elections. Only transactions submitted for authorization are subject to controls and those controls can only be enforced when the retail merchant provides sufficient information as part of the authorization.
 - 15.3. Issuer may, in its sole discretion and/or without prior notice, modify controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer will notify Purchaser after any modification is made. Purchaser agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within control parameters.

Please note this information may have or is subject to legislative change at any time at the State or Federal level.

All purchases made on this account will be for commercial use. I/We agree to all of the terms as outlined above under the "Additional Terms of Cardlock Use."

Business Name _____

Printed Legal Name of Authorized Signor: _____

Signed Legal Name: _____ **Date:** _____