

**ONLINE ACCOUNT ACCESS AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Between:

Suncor Energy Inc., 2489 North Sheridan Way, Mississauga, Ontario, L5K 1A8 (“Corporation”)

And:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Customer”)

WHEREAS the Customer purchases petroleum products from the corporation or its Wholesale Marketer, as applicable, and an account has been established for the Customer (“Account”) in accordance with a product supply agreement (“Agreement”) as agreed to and executed by the applicable parties;

AND WHEREAS the Customer wishes to access its Account via the Internet;

NOW THEREFORE, in consideration of the rights and privileges hereby granted by the Corporation to the Customer and of the mutual promises and undertakings by and between the parties hereto, the Corporation and the Customer hereby mutually agree as follows:

1. The Corporation agrees to allow the Customer to access its Account via the Internet to view information on the Customer’s Account and to generate reports, perform system access and equipment maintenance, as well as to receive billing statements via the Internet, and to download certain information for the use of the Customer, provided that the Customer is in full compliance with the terms and conditions of this agreement and the Agreement, including meeting all payment terms.
2. The Corporation agrees to allow the Customer to revise and alter certain information within the Customer’s Account, and the Customer will strictly follow and adhere to any instructions provided to the Customer by the Corporation.
3. The Corporation will provide the Customer with a personal access code, or codes should the Customer request codes for more than one employee, agent or representative (“Representative”) of the Customer, (“PAC”) and password that the Customer will use to access its Account. The PAC(s) provided by the Corporation to the Customer will be unique to each designated Representative of the Customer.
4. The Customer acknowledges the sensitivity of its PACs and passwords and the damage that can result from someone other than the Customer or its authorized Representatives having access to the Customer’s Account. The Customer, for itself and its Representatives, agrees to protect, keep confidential, and safeguard its PACs and passwords at all times, and agrees to provide a PAC and password only to those of its Representatives who are authorized to access the Customer’s Account. The Customer agrees to immediately contact the Corporation to change or discontinue the password of a Representative of the Customer who no longer requires access to the Customer’s Account.
5. The Customer agrees to assume all of the risk of access to the online services and changes to its Account, and the Customer agrees that it will be responsible and will hold harmless the Corporation for any changes that are made to the Customer’s Account or Account information through Internet access by means of the Customer’s PAC and passwords, except where shown to have been caused by the negligence or wilful misconduct of the Corporation or its employees.

6. The Customer agrees to accept full responsibility for payment of its Account, regardless of whether or not changes to its Account were made under its authority (express or implied) via the Internet, except where shown to have been caused by the negligence or wilful misconduct of the Corporation or its employees.
7. Where the Customer has advised the Corporation that it wishes to receive billing statements through the Corporation's web site via the Internet, rather than a paper copy through the mail, the Customer agrees that the terms and conditions of the Agreement continue to apply. The Customer also agrees to that it will be its responsibility to check the Petro-Canada web site on the Internet and to make the necessary payment of the amount shown as due and payable on its Internet statements on the date the payment is due.
8. The Customer agrees to accept full responsibility for any change to its Account as a result of access by its PACs or through the use of the Internet and also accepts full responsibility for any information that the Customer downloads from the online services to its own computer system, except where shown to have been caused by the negligence or wilful misconduct of the Corporation or its employees.
9. The Customer agrees to contact the Corporation immediately and request a new PAC(s) and password(s) where the Customer believes that someone other than its designated Representative(s) has become aware of the Customer's PAC(s) and may use it to change the information in the Customer's Account. The Customer agrees to notify the Corporation in writing of a request for a change in its PAC(s). The Corporation may, acting reasonably but at its discretion, refuse to replace the Customer's PAC(s), and, if this is the case, the Customer will no longer be able to make revisions to its Account via the Internet.
10. Initially and on an ongoing basis, the Corporation will provide to the Customer the minimum system requirements for access by the Customer, and the Customer agrees to meet and be responsible for the cost of installation and configuration of the minimum system requirements, as such requirements may change from time to time, to allow the Customer to access its Account via the Internet. The Customer also agrees to pay all fees charged by the Corporation for use of the online services, which may be amended from time to time, but will not be increased by more than ten percent (10%) at any one time. The Corporation shall provide six (6) months written notice to the Customer of any fee increase.
11. The Corporation will use reasonable commercial efforts to maintain the information and data regarding the Customer's Account on a current basis. The Corporation, however, is not responsible for the Customer's use of any of the information and data in its Account or any losses, costs or damages that the Customer may incur as a result of such use.
12. The Corporation will use reasonable commercial efforts to allow access to the Customer's Account by the Customer 24 hours per day and seven (7) days per week. The Customer, however, acknowledges that there will be certain times that the Corporation's system will not be accessible for various reasons, including maintaining and backing up information, or from any event beyond the reasonable control of the Corporation, and when such system is not accessible, the Customer will not hold the Corporation responsible for any loss, costs or damages that the Customer may incur. Any changes to the hours of access or inaccessibility to the Customer's Account will be provided to the Customer through the Internet.
13. The Customer acknowledges and agrees that the Corporation's system and the Customer's access to such system is confidential to the Corporation and is the property of the Corporation, and the Customer will, at all times, keep this information and the system confidential and not divulge or provide any information about it to any third party. The Customer agrees that if the Corporation believes that the Customer has provided any information to a third party, the Corporation is entitled to remove the Customer's access to its Account and terminate this agreement immediately.
14. The Customer will be responsible for, will release, and will indemnify and save harmless the Corporation, and its directors, officers, employees, agents, and representatives, from and against any and all claims, damages, losses, costs, demands or otherwise against the Corporation as a result of or

in connection with the Customer's Account, any errors to the customer's Account resulting from information provided by the wholesale Marketer, the Customer's use of a PAC to access its Account, the changes made to or the information received from the Customer's Account through the use of the PAC and/or via the Internet, or the possession, use, or misuse of the Customer's PAC, or from the negligence or misconduct of the Customer, its employees, representatives and agents, except where shown to have been caused by the negligence or wilful misconduct of the Corporation or its employees.

15. This agreement may be terminated by either party at any time by providing verbal or written notice of termination to the other party at its last known address. In addition, if the Customer has not made a purchase on its Account for three (3) months, the Corporation, at its sole discretion and without notice to the Customer, restrict the Customer to accessing historical information only on its Account until such time as the Customer commences purchasing on its Account.
16. This agreement will be interpreted in accordance with and governed by the laws of the jurisdiction where the Customer operates and transacts with the Corporation.
17. Any terms and conditions or parts thereof not valid by virtue of any applicable legislation shall be null and void and severable, but the remainder of this agreement shall be in full force and effect.
18. All obligations of the Customer contained herein shall be construed as being joint and several and, when the context so requires or permits, the singular number will be read as if the plural were expressed and the masculine gender as if the feminine or neuter as the case may be were expressed.
19. The terms and conditions as agreed to by parties hereto, and save herein as provided, shall enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto. The Customer, however, shall not in any way assign or transfer this agreement in whole or in part.

In witness whereof the parties hereto have executed this agreement as of the day and year first above written.

**Suncor Energy Inc. ("Corporation")**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ ("**Customer**")

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_