

Terms of Service

(last revised June 12, 2018)

Welcome to your myAccount online service portal (the "Site") owned and operated by McDougall Energy Inc. ("McDougall Energy"). McDougall Energy will allow you to access and use the Services (as herein defined) on the condition that you accept the terms and conditions set out below (the "**Terms**").

Important - read before accessing or using the Site and/or the Services. By selecting the "I Accept" button below, or by accessing and using the Site and/or the Services, you agree to be bound by the terms and conditions stated in the Terms. If you select "Not Accept", access to the Site and the Services will not be provided. Do not select "I Accept", access or use the Site and/or Services until you have carefully read, understood and agreed to the following terms. If you do not wish to agree to the Terms, do not select the "I Accept" button or access or use the Site and/or the Services.

These Terms are an agreement between the users ("**you**" or "**your**") and McDougall Energy ("**we**," "**our**" or "**us**") and govern your use of the Site and the Services (as herein defined).

The Site and the Terms to which it applies is located at myaccount.mcdougallenergy.com, as amended from time to time. If you are using the Site and/or the Services on behalf of another person, corporation or business, you represent and warrant that you are authorized to accept the Terms and to bind the person, corporation or business (as the case may be) for the purposes of this Agreement. Unless explicitly stated otherwise, the Terms will govern 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 myAccount portal and the Services:

1. Agreement

By accessing the Site or using any of the Services (as herein defined) provided through the Site 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 Site.

We reserve the right to modify the Terms at any time in our sole discretion without prior notice. As such, it is important that the Terms be read on a regular basis so that you are aware of any such changes. You can [review the most current Terms](#) at any time. You can tell when the Terms were last modified by checking the "last revised" date that appears at the top of the document.

2. Services:

The Site currently offers a variety of services as described below (the "**Services**"):

- (a) The ability to view your current McDougall Energy invoice and any invoices commencing from January 1, 2011;
- (b) The ability to manage your online profile related to your McDougall Energy account;

- (c) The ability to order fuel and lube deliveries;
- (d) The ability to add and manage additional users to your account;
- (e) The ability to view, add and/or delete fleet units for wheel to wheel (W2W) customers; and
- (f) The ability to view product pricing.

3. Registration

Registration is required in order to access the Site and use the Services. To register, you must enter the requested registration information online

at (myaccount.mcdougallenergy.com) which includes your account number, first name, last name, legal name of the corporation or business you represent, an email address and password that you create. 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 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 myAccount.

By agreeing to these Terms, you agree to provide accurate and current information as required for registration and to update your information in a timely manner to ensure it remains accurate and complete. In submitting any information to McDougall Energy via the Site, 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 Site, 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 Site 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. You agree to immediately notify McDougall Energy of any unauthorized use of your personal username(s) and/or password(s). To preclude the risk that use of an automatic log-in capability may jeopardize the security of your account, McDougall Energy recommends that you manually enter your user name and password each time you access the Site and use the Service(s).

You must be an existing McDougall Energy customer to register to access the Site and use the Services. McDougall Energy reserves the right to accept or decline a request to open a user account, terminate a user account and to discontinue access to the Site and/or the provision of Services to a user account.

4. Authorization

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 McDougall Energy. You authorize McDougall Energy to accept, without any further verification, and you

agree to be responsible for, all activities with respect to your account and the Site when conducted using your username(s) and/or password(s).

5. Privacy and security

McDougall Energy respects the privacy and confidentiality of your personal information. By submitting personal information to McDougall Energy through the use of the Site and the Services, you acknowledge and agree that you have consented to the collection, use and disclosure of that personal information as specified on any collection form. The general policies of McDougall Energy with respect to the collection, use and disclosure of personal information are reflected in McDougall Energy's privacy policy, found at http://www.mcdougallcorp.com/index.aspx?l=0,1,49,51#Use_of_Personal_Information (the "Privacy Policy"). Should McDougall Energy change its Privacy Policy, the revised policy will be posted prominently on the Site.

When you visit the Site, our web server automatically collects a limited amount of information essential for the operation and security of our website. 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 sites. 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 Site. 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. McDougall Energy uses IP addresses to:

- (a) analyze the performance, functionality and security of the Site;
- (b) detect fraudulent uses of the Site;
- (c) conduct general web analytics of the Site, such as the Site traffic, number of visits to the Site, the type of browser used to visit the Site, and the date and time of the request; and
- (d) provide you with regional marketing materials and advertisements based solely on the location of your IP address.

McDougall Energy does not track your web browsing activity or online behavior.

By agreeing to these Terms and accepting our Services, you are accepting the practices described in this Agreement and the Privacy Policy.

6. Ownership and Intellectual Property

The Site, 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 Site or other materials on the Site (collectively the "**Content**"), are owned and protected intellectual property of McDougall Energy, used under license by McDougall Energy, or other third parties with all rights reserved unless otherwise noted (the "**Intellectual Property**"). McDougall Energy and its suppliers shall retain all rights, title, ownership and interests in the Content. Except as expressly provided herein, nothing in these Terms or within the Site 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 Site or through use of any Service(s) without the prior written consent of McDougall Energy or any third party owner of the Intellectual Property. McDougall Energy will take the appropriate legal action necessary to enforce its rights respecting any prohibited use of any Intellectual Property appearing on the Site.

Certain words, phrases, names, designs or logos used on the Site (collectively, the "**Marks**"), and any links from the Site may constitute trademarks, service marks or trade names of McDougall Energy, used under license by McDougall Energy or other entities. The display of any such Marks does not imply that a license has been granted to you by McDougall Energy 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 McDougall Energy. The Marks include, without limitation, the business name McDougall Energy and the logo.

7. Disclaimer

The Site and the Content are provided for information purposes only without warranties or conditions of any kind. Access to the Site 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 Site or the Services, McDougall Energy does not make warranties of any kind regarding the Site, 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 Site, the Services or the Content will be accurate, complete, current, timely, merchantable, suitable or fit for any particular purpose, (ii) the operation of the Site 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 Site, the Services or the Content will be corrected, (v) the Site or the Services will be free from any virus or other harmful component, 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 Site or transmitted via the Services will be secure and/or not intercepted, (vii) the Site, 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 Site or the Services will be accurate or reliable.

Further, nothing on the Site or the Services constitutes advice, nor should the Site or any part thereof, including the Services offered thereunder, be relied upon in making, or refraining from making any decision relating to your business.

McDougall Energy 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 fuel as a result of your inability to access the Site or any Service or experience any delay in the processing of any transaction for any reason whatsoever (including without limitation due to any malfunction of the Site or any particular Service).

Any material downloaded or otherwise obtained through the use of the Site 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.

McDougall Energy does not make any representations or warranties that the Site, or any part thereof, including any Service, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site or use any of the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. McDougall Energy may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction of its choosing, at any time and in our sole discretion.

8. Limitation of liability

You acknowledge and agree that you are using the Site and the Services solely at your own risk and liability. McDougall Energy 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 Site 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 McDougall Energy has been advised of the possibility of such damages.

9. Indemnity

As a condition of your use of the Site and/or the Services, you agree to indemnify and hold harmless McDougall Energy 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 McDougall Energy from or related to your violation of these Terms or your use of the Site, the Services or any Content contained therein, or any violation of applicable law or rights properly belonging to another party by you.

10. 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 Site 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 McDougall Energy on the Site 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.

11. Limited License

The Site and the Services are provided for your informational, personal, lawful use only as authorized under these Terms or as otherwise provided on the Site or any Service(s).

You are granted a limited, non-exclusive, non-transferable, revocable license to use the Services solely for your own your 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 of the Site or any Service(s), in whole or in part, without McDougall Energy's 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 Site or any Service(s). McDougall Energy 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.

12. Rules of Use

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

- a) act in compliance with all applicable laws, regulations and government order;
- b) not attempt to damage, modify, alter or deface any part of the Site, any Service(s) or any Content;
- c) 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 Site or the Service(s). You must take reasonable and appropriate precautions to ensure that any computer system used to access the Site or any Service(s) is secure and free of viruses or other harmful or destructive properties;
- d) not upload, post, transmit, link to or otherwise distribute any inappropriate, profane, defamatory, indecent, offensive, infringing, obscene, threatening, harassing, abusive, fraudulent, libelous 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;
- e) 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 McDougall Energy via the Site or the Services;
- f) not directly or indirectly, use or access, or encourage, solicit, permit, facilitate, aid, assist or abet the use or access of the Site 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 Site or the Service(s);

- g) not use or access the Site or any Service(s) in such a manner, or otherwise take any action, that taxes McDougall Energy's infrastructure to an unreasonable and disproportionate extent, or reduces the speed of the Site or any Service(s), that otherwise interferes with the normal functioning of the Site or any Service(s) or otherwise abuses or overuses the Site or any Service(s);
- h) not circumvent, or attempt to circumvent, any measures or precautions taken by McDougall Energy or any of its respective contractors to prevent the use or access of the Site or any Service(s), or any action, in violation of these Terms;
- i) not use the Site 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;
- j) not use the Site to gain or attempt to gain unauthorized access to the Services or portions of the Services which are restricted from general access;
- k) not access the Services for the purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purpose;
- l) not mirror the Site or any of its content on any other server without the express written permission of McDougall Energy; and
- m) not engage in any other conduct or activity that either conflicts with these Terms or that McDougall Energy deems, in its sole, absolute and unfettered discretion, to be in conflict with these Terms.

13. Third Party Sites

The Site 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 McDougall Energy and are not controlled or maintained by McDougall Energy. The links to Third Party Sites are provided solely as a convenience to you, and McDougall Energy is not, in any manner, disseminating or endorsing any information, products or services contained on or offered through the linked web sites nor does McDougall Energy 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. McDougall Energy assumes no responsibility whatsoever for Third Party Sites nor does McDougall Energy 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 McDougall Energy 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. McDougall Energy is not responsible for how such third parties collect, use or disclose your personal information.

14. No Linking to the Site

Links to the Site without the express written permission of McDougall Energy are strictly prohibited.

15. Bill Payment

You are solely responsible for ensuring that McDougall Energy receives all accrued payments on-time and by the payment due date. Without limiting the foregoing, McDougall Energy 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 Site, any of the Services or links to Third Party Sites) or for any resulting fees, interest or other charges imposed by McDougall Energy, credit card issuer or other parties.

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

16. Records Retention

You are solely responsible for maintaining your own record of activity using the Site and/or the Services, and for retaining all copies of McDougall Energy Invoices and other relevant data. Any record retention services performed by McDougall Energy shall be in compliance with applicable laws and regulations pertaining to document retention.

17. Modifications and Termination

You may terminate your Limited License to use the Services at any time. In the event of breach of the Terms or you cease to be a current existing customer of McDougall Energy, McDougall Energy may, in its sole discretion, terminate all access to, or use of, the Site and/or the Services.

In addition, McDougall Energy reserves the right to suspend, discontinue, terminate or modify any aspect of the Site, Services or Content and/or your access to or use of the Site, Services or Content at any time for any reason whatsoever with or without notice to you. Upon termination, you agree to immediately delete or destroy any downloaded or printed material obtained from the Site (excluding your McDougall Energy Invoice(s)). McDougall Energy further reserves the right to refuse to post on the Site and the right to remove from the Site any information or materials, in whole or in part, that McDougall Energy deems, in its sole discretion, to be inappropriate, unlawful or in violation of these Terms. If you are dissatisfied with the Site, any of the Services, any of the Content, or any of the Terms, rules, policies, or practices of McDougall Energy in operating the Site and the Services, you acknowledge that your sole and exclusive remedy is to discontinue using the Site and the Services.

18. Entire Agreement

The Terms form the entire agreement between you and McDougall Energy with respect to your use of the Site, the Services and the Content. Failure or delay by McDougall Energy to enforce the provisions of these Terms or McDougall Energy rights or remedies at any time will not be construed to be a waiver of McDougall Energy rights under these Terms and will not prejudice McDougall Energy'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.

19. Choice of Laws

The laws of the Province of Ontario and laws of Canada applicable therein shall govern any dispute relating to the use of the Site 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.

20. 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.