



Internet Service Agreement

This Agreement made the _____ day of _____, _____.

Between: Suncor Energy Inc., a Canadian corporation (whose subsidiaries and/or partnerships include, Suncor Energy Products Partnership, Suncor Energy Specialty Products Inc., Suncor Energy (U.S.A.) Inc., having a regional office at:

2489 North Sheridan Way
Mississauga, Ontario
L5K 1A8

(hereinafter collectively called "Suncor")

And: _____ having an office located at:

(hereinafter called the "Customer")

Whereas Suncor, through one or more of its subsidiaries or partnerships noted above, sells petroleum products to the Customer and has established an account for the Customer ("Account"), and whereas the Customer agrees that it wishes to purchase petroleum products from one or more of Suncor's subsidiaries or partnerships and to access its Account with Suncor via the Internet to access billing documents and perform bank payments with Suncor;

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

1. Suncor agrees to allow the Customer to access its Account via the Internet to view information about the Customer's Account, to receive billing documents, and to download information for the use of the Customer.
2. Suncor will provide the Customer with an internet service personal access code ("PAC"), or codes should the Customer request codes for more than one employee, agent or representative ("Representative") of the Customer, and password that the Customer will use to access its Account. The PAC(s) provided by Suncor to the Customer will be unique to each designated Representative of the Customer.
3. 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 be responsible for, 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 Suncor to change or discontinue the password of a Representative of the Customer who no longer requires access to the Customer's Account.
4. The Customer agrees to accept full responsibility and assume all of the risk of access to Suncor's internet service and changes to its Account, including, but not limited to, from access by its PACs or through the use of the Internet. The Customer also accepts full responsibility for any information that the Customer downloads from Suncor's internet service to its own computer system, except where shown to have been caused by the negligence or willful misconduct of Suncor or its employees.
5. The Customer agrees to accept full responsibility for payment of its Account, regardless from which Suncor subsidiary(ies) or partnership(s) it has purchased petroleum products from, and regardless of whether or not changes to its Account were made under its authority (express or implied) via the Internet, except to the extent shown to have been caused by the negligence or misconduct of Suncor or its employees.
6. The Customer has advised Suncor that it wishes to receive billing statements through Suncor's web site via the Internet, rather than a paper copy through the mail. The Customer agrees to that it will be its responsibility to check the Suncor website on the Internet and to make the necessary payment of the amount shown as due and payable on its internet billing documents on or before the date the payment is due.
7. The Customer agrees to contact Suncor 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 Suncor in writing of a request for a change in its PAC(s). Suncor 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.

8. Initially and on an ongoing basis, Suncor 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.
9. Suncor will use reasonable efforts to maintain the information and data regarding the Customer's Account on a current basis. Suncor, 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.
10. Suncor will use reasonable 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 Suncor's system will not be accessible for various reasons, including maintaining and backing up information, or from any event beyond the reasonable control of Suncor, and when such system is not accessible, the Customer will not hold Suncor 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.
11. The Customer acknowledges and agrees that Suncor's system and the Customer's access to such system is confidential to Suncor and is the property of Suncor, 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 Suncor believes that the Customer has provided any information to a third party, Suncor is entitled to remove the Customer's access to its Account and terminate this agreement immediately.
12. The Customer is and will be responsible for, will release, and will indemnify and save harmless Suncor, and its directors, officers, employees, agents, and representatives, from and against any and all claims, damages, losses, costs, demands or otherwise against Suncor as a result of or in connection with the Customer's Account, 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, from any information that the Customer downloads from Suncor's internet service to its own computer system, or from the negligence or misconduct of the Customer, its employees, representatives and agents, except to the extent shown to have been caused by the negligence or misconduct of Suncor or its employees.
13. 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, Suncor may, in its sole discretion and without notice to the Customer, restrict the Customer to accessing information on its Account until such time as the Customer commences purchasing on its Account.
14. This agreement will be interpreted in accordance with and governed by the laws of the jurisdiction where the Customer operates and transacts with Suncor.
15. 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
16. 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.
17. The terms and conditions as agreed to by parties hereto, and save herein as provided, shall ensure 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.

Per _____

"Customer"

Per _____

Name _____

Title _____

I have the authority to bind the Customer.



Online Service Access Authorization

Please submit an additional form if there are more than 3 users or more than 6 accounts to be accessed by one user.

Please fax completed forms to 1-800-463-2715 or email to wholesaleonline@suncor.com

new online request change request

Company name		Address	
Accounts Payable Manager name		E-mail address	
Telephone number (country & area codes)	Fax number (country & area codes)	Suncor/Petro Canada Sales Rep. name	Suncor/Petro Canada Credit Rep. name

Authorized Online Users and Access Levels

User 1 <input type="checkbox"/> new/additional <input type="checkbox"/> user info change <input type="checkbox"/> access change <input type="checkbox"/> delete user	First and last name		E-mail address	
	Telephone number including country code and area code		Language preference <input type="checkbox"/> English <input type="checkbox"/> French	
	Office use only			
	Access level (Choose additional access as required.) <input checked="" type="checkbox"/> DISPLAY, DOWNLOAD & PRINT INVOICES AND PAYMENTS <input type="checkbox"/> PAY BILLS <input type="checkbox"/> UPDATE BANK INFORMATION			
	Customer Account number - mandatory		Customer Account number if applicable	
	Customer Account number if applicable		Customer Account number if applicable	
User 2 <input type="checkbox"/> new/additional <input type="checkbox"/> user info change <input type="checkbox"/> access change <input type="checkbox"/> delete user	First and last name		E-mail address	
	Telephone number including country code and area code		Language preference <input type="checkbox"/> English <input type="checkbox"/> French	
	Office use only			
	Access level (Choose additional access as required.) <input checked="" type="checkbox"/> DISPLAY, DOWNLOAD & PRINT INVOICES AND PAYMENTS <input type="checkbox"/> PAY BILLS <input type="checkbox"/> UPDATE BANK INFORMATION			
	Customer Account number - mandatory		Customer Account number if applicable	
	Customer Account number if applicable		Customer Account number if applicable	
User 3 <input type="checkbox"/> new/additional <input type="checkbox"/> user info change <input type="checkbox"/> access change <input type="checkbox"/> delete user	First and last name		E-mail address	
	Telephone number including country code and area code		Language preference <input type="checkbox"/> English <input type="checkbox"/> French	
	Office use only			
	Access level (Choose additional access as required.) <input checked="" type="checkbox"/> DISPLAY, DOWNLOAD & PRINT INVOICES AND PAYMENTS <input type="checkbox"/> PAY BILLS <input type="checkbox"/> UPDATE BANK INFORMATION			
	Customer Account number - mandatory		Customer Account number if applicable	
	Customer Account number if applicable		Customer Account number if applicable	

I hereby authorize the above named party/parties to access the account(s) named above in accordance with the terms and conditions of the Suncor Internet Service Agreement. I am an authorized signing officer of the company and I have the authority to bind the customer.

Print Name	Authorizing signature	Date
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Office Use Only

Approved by	Input by	Date	Sales / Credit representative	Co. Code
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