

CHARGE CARD TERMS & CONDITIONS

Kwik Fill, Country Fair and Keystone charge cards are issued subject to the following terms & conditions:

I. THE CARD

- A. The Charge Card (the "Card") is the property of United Refining Company of Pennsylvania ("UPA").
- B. The term "Account Holder" refers to a person who has a personal charge account (the "Account") opened in his/her name or a company/corporation/firm/sole-proprietorship that has a business purpose charge account opened in its name. The "Card Holder" is a person whose name is validly embossed on a Card issued to such person at the request of the Account Holder.
- C. UPA is not responsible for any loss or damage that may be suffered by the Account Holder if he/she does not receive the Card.
- D. The Card Holder to whom the card is assigned must sign the Card immediately after receiving the Card.
- E. By signing on or using the Card, the Card Holder is deemed to have read, understood and accepted each and every term of these Terms and Conditions (the "Agreement").
- F. The Card is not transferable and must be signed by the Card Holder whose name is printed thereon Card Holder. The Card entitles the Card Holder and no one else to sign for charges made to the Card at any UPA or other retailer that accepts the Card.

II. THE ACCOUNT

- A. The Account Holder will be liable for the face value of all authorized transactions ("Transactions") effected through the use of the Card even if no sales draft or other slip is required to be signed by a Card Holder.
- B. UPA shall render periodical accounts (monthly or otherwise) (the "Statement(s)") to the Account Holder in respect of all such Transactions, said Account being due and payable on a monthly basis as shown on the statement (the "Payment Due Date") to UPA at UPA's address indicated on the Statement.
- C. UPA will send a Statement to the Account Holder on a monthly or other periodic basis.
- D. The Account Holder shall examine the Statement upon presentation and give written notice to UPA of any discrepancy therein within 60 days from the receipt of such Statement. All Statements shall be deemed to have been received by the Account Holder as follows depending on the method chosen by the Account Holder:
 - (i) Three (3) days after deposit in the US Mail when properly addressed to the Account Holder's billing or last known address; or,
 - (ii) Immediately upon dissemination via facsimile to the fax number shown on the Account Holder's application; or,
 - (iii) Immediately upon dissemination to the electronic mail address shown on the Account Holder's application.

If UPA does not receive any such written notification from the Account Holder, the Statement shall be deemed correct and the Account Holder shall be liable to pay for the outstanding balance stated thereon by the due date.

- E. The Account Holder must promptly notify UPA in writing of:
 - (i) Any change of address of the Account Holder
 - (ii) Any other information as may be requested by UPA from time to time.

III. CHARGES

- A. If the Account Holder fails to fully settle the Account by the Payment Due Date, the Account Holder shall pay a late payment fee ("Late Payment") at the rate of 1.25% per month, calculated on a monthly basis on the "outstanding balance" from the statement due date, or a minimum of \$1.00 per month. The Late Payment fees will accumulate until such time as the Account is fully settled. Charge privileges may be suspended forthwith and without notice on past due Accounts. To protect your charge privileges, please pay promptly.
- B. Daily "outstanding balance" for the purposes of calculation of late payment charges referred to above includes all past due transactions, late payment charges, administrative fees and all other sums owed in respect of the Account. No late charges shall be levied on such Statement if UPA receives full payment on or before the Payment Due Date. UPA shall not be liable to pay any interest to the Account Holder if there is a credit balance in Account. It is further agreed that nothing in this paragraph III.B. shall affect the exclusive and discretionary right of UPA as defined in Section VIII below to suspend/restrict any Account, or terminate the use of any Card.
- C. UPA may add \$25.00 to the Account for each electronic payment or check delivered by the Account Holder in payment towards Account which is dishonored by the bank upon which it was drawn ("Returned Payment").
- D. UPA will provide a paper copy of Statements and receipts to the Account Holder at the Account Holder's request for a fee of \$5.00 per copy. Said fee will be debited to the Account Holder's Card Account.

IV. PAYMENT

- A. Card Holder promises to pay UPA for all transactions appearing on your monthly statement, in full, by the Payment Due Date.
- B. UPA Card Holder will apply payments received in the following order of priority:
 - (i) Late Payment fees, Returned Payment fees and Statement fees;
 - (ii) collection charges charged to the Account accrued from the Account Holder's breach of terms of this Agreement;
 - (iii) transaction in order of posting to the Account.

V. CHARGE LIMIT

- A. The Account Holder's total charges under this Agreement shall be subject to overall maximum charge limits by our periodic assessment of your credit worthiness, suspicion of fraud, or other reason. UPA may decline any Transaction whether or not you are in default under this Agreement.
 - (i) UPA may reduce or increase your charge limit as deemed necessary.
 - (ii) It is your responsibility to keep your charge balance below the charge limit. If the balance goes above the charge limit you are still responsible for payments.
 - (iii) UPA may suspend charge privileges if the balance is higher than the charge limit.

VI. THE CARD

- A. The Card Holder can only use a Card during its validity as embossed on the Card. If the Card is mutilated, the Account Holder shall notify UPA and request a new card and destroy the damaged card.
- B. Should the Card be lost or stolen, the Account Holder must notify UPA by phone at the customer service number shown on each Statement and in writing immediately upon the occurrence or discovery of such loss or theft.
- C. When a lost or stolen Card is subsequently found, the Account Holder agrees not to use such Card retrieved and shall notify UPA and request a new card and destroy the damaged card.

VII. LIABILITY OF CARD HOLDERS

- A. Every Card Holder who is authorized to use a Card on behalf of an Account Holder is jointly and severally liable with the Account Holder for all charges incurred by the use of the Card and the expression "Account Holder" shall be construed as including such Card Holder where necessary to give effect to this Condition.
- B. Each Account Holder requests UPA to issue and UPA agrees to issue a new Card periodically at times determined by UPA and the Account Holder agrees to be responsible for said Cards. UPA reserves the right not to issue Cards without giving any reason and does not accept responsibility for failure/refusal to issue new Cards as aforesaid.
- C. The Account Holder agrees to surrender the Card upon request by any UPA representative. The use of the Card after a request for its surrender is fraudulent and renders the user liable to prosecution.
- D. Where the Account Holder wishes to terminate his/her Account(s), he/she must ensure that the respective Card(s) are cut into halves and duly received by UPA. Until then, the Account Holder shall continue to be jointly and severally liable for charges incurred by the respective Additional Card Holder(s).
- E. Prior to notification of Card loss to UPA, the maximum liability for the Account Holder due to unauthorized charges is governed by applicable federal law provided the Account Holder has not acted fraudulently or was not grossly negligent or has not otherwise failed to inform UPA as soon as reasonably practicable after becoming aware that his/her card has been lost or stolen.
- F. Account Holders deemed a business (Fleet and other commercial purpose accounts) are unconditionally liable for 100% of any unauthorized charges that appear on their account, except as may be limited by applicable law. Account Holders of personal accounts are liable for the first \$50.00 of unauthorized charges providing that valid proof and filing of a written dispute with the Credit Department within 60 days of receipt of their statement where unauthorized charge(s) appeared.

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VIII. UPA'S RIGHT TO CANCEL THE ACCOUNT

UPA reserves the right at any time (in its absolute discretion and without giving notice to the Account Holder or assigning any reason therefor) to cancel, restrict and/or limit an Account Holder's Account.

IX. UPA EXCLUSION OF LIABILITY

- A. UPA is not liable if it is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure of any machine, system of authorization, data processing or communication system or transmission link or any industrial dispute, war, act of God or any other force of majeure events outside the control of UPA, its servants or agents.
- B. If UPA is unable to produce or send a Statement to the Account Holder for any reason, the Account Holder's liability for service charges and other charges will continue and for the purpose of calculating Late Charges and other fees and establishing the date on which payment is due. UPA may select a date each month as the statement or closing date.
- C. UPA is not liable in any way for any injury to the credit, character and reputation of the Account Holder arising from and in connection with the canceling of Account Holder's account(s).

X. AMENDMENTS TO TERMS & CONDITIONS

We may make changes to the terms of this Agreement in accordance with applicable law.

XI. DISCLOSURE OF INFORMATION

The Account Holder authorizes UPA and its affiliates to disclose any information relating to them and their use of the Accountant UPA's sole discretion to any third party, including but not limited to any credit bureau, and/or to any other person to whom disclosure is permitted or required by law. UPA will use its best efforts to rectify any erroneous information relating to the Account Holder and UPA shall not be liable for any claims or damages arising therefrom. For the purpose of assessing the credit worthiness of the Account Holder, UPA may obtain information relating to him/her from any credit bureau or reference agencies, banks and other creditors and he/she consents to them disclosing information about him/her to UPA. The Account Holder consents and agrees that such information provided may be disclosed by UPA to any affiliate and subsidiary at which the Cards can be used.

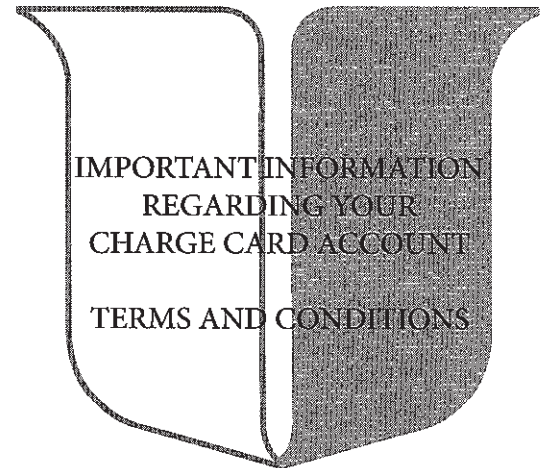
- (i) UPA may report information regarding your account to credit reporting agencies. Late payments, missed payments or other defaults may be reflected in your credit report.

XII. MISCELLANEOUS

- A. If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in that jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdictions.

- B. UPA reserves the right to engage any debt collection agent to recover all outstanding balances and applicable collections fees allowed by law due to UPA and the Account Holder agrees that UPA reserves the right at any time to disclose the account number and/or any other information pertaining to the Card Account without giving any notice and/or reason thereof to the Account Holder.
- C. Any partial payment of any sum due, if accepted, is done without prejudice to UPA's rights to make a claim for the whole outstanding sum and UPA may at its absolute discretion reject any partial payment of any sum due.
- D. The Account Holder(s) authorize UPA to verify and exchange information on them from whatever sources as may be required and to release such information as may be obtained to any third party as may be required without reference to the Account Holder(s).
- E. Time, whenever mentioned, shall be of the essence of this Agreement and no failure to exercise and delay in exercising on the part of UPA of any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative to and not exclusive of any rights or remedies provided by law.
- F. This Agreement shall be binding upon the heirs, personal representatives and successors of the Account Holder and on the successor and assigns of UPA.
- G. This Agreement between UPA and the Account Holder(s) shall be deemed to have been made and executed at United Refining Company of Pennsylvania's headquarters in Warren, Pennsylvania and any breach of the terms and conditions stated herein shall be deemed to have arisen in Warren, Pennsylvania irrespective of where the Account Holder may reside or where the Transaction may have taken place.
- H. The Card may not be used for the purchase of alcohol and lottery tickets or any other purpose contrary to applicable law or regulation or other restrictions deemed necessary by UPA.
- I. If your account is eligible for a discount that discount will be adjusted from your monthly balance due and reflected on your monthly statement.
- J. Your account is in default if you fail to comply with any of the terms of this agreement including incompetency, bankruptcy, insolvency, fraud, misrepresentation and in the event of your death. If you are in default, we may close your account without notice, and you must immediately pay your unpaid balance. If you are in default, you will be liable for payment of UPA's collections costs, attorney fees, court costs and all other expenses of enforcing our rights under this Agreement.

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United Refining Company of Pennsylvania
PO Box 599, 814 Lexington Avenue
Warren, PA 16365
1-888-294-5320