

CROSS PETROLEUM ELECTRONIC SERVICES AGREEMENT

This Agreement describes your rights and obligations as a user of the On-line service ("Services"). It also describes the rights and obligations of Cross Petroleum. Please read this Agreement carefully.

Definitions

The following definitions apply in this Agreement. "On-line service" is the Internet-based service providing access to your account(s); "On-line Account" means any Cross Petroleum account from which you will be conducting transactions using a Service; and "Password" is the code sent to you by Cross Petroleum for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service. "Time of day" references are to Pacific Standard Time, as applicable. "We," "us" or "Cross Petroleum" refer to Cross Petroleum, which offers the Services, and which holds the accounts accessed by the Services.

Access to Services

Cross Petroleum will provide instructions describing how to use the On-line Service. You will gain access to your On-line Accounts through the use of your Internet-enabled device, your Internet Service Provider, your User Code, and your Password.

Hours of Operation

The Services are available 24 hours-a-day, seven days-a-week, except during special maintenance periods, which generally are scheduled on Saturdays and Sundays during off-hours. For purposes of transactions, Cross Petroleum's business days are Monday through Friday, excluding holidays

Use of your Security Password

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions.

If your Password has been lost or stolen

If your Password has been lost or stolen, call Cross Petroleum immediately at 530-221-2588, 8:00 a.m. to 5:00 p.m. (Pacific Time) Monday through Friday. Telephoning Cross Petroleum is the best way of minimizing your losses.

Statements and Invoices

You will receive your account statement and invoices via email and/or fax.

Limit of Cross Petroleum and Other Provider's Responsibility

Cross Petroleum agrees to make reasonable efforts to ensure full performance of On-line service. Cross Petroleum will be responsible for acting only on those instructions sent through On-line service which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under its control which may affect the accuracy or timeliness of messages you send. Cross Petroleum is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Cross Petroleum or Other Information Providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Cross Petroleum is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or other decision made using this information.

Neither Cross Petroleum nor Other Information Providers is responsible for any computer virus or related problems which may be attributable to services provided by any Access Service Provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing On-line service. Cross Petroleum will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

Except as otherwise provided in the Cross Petroleum's Responsibility section below, and in the absence of negligence on the part of Cross Petroleum, neither Cross Petroleum, any Other Information Provider, nor any Other Software Supplier is responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of the use of On-line service.

Cross Petroleum's Responsibility

Cross Petroleum will be responsible for your actual losses if they were directly caused by our failure to:

- Complete a Transaction as properly requested by the Customer.
- Cancel a Transaction as properly requested by the Customer.

However, we will not be responsible for your losses if:

- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken
- There is a hold on your account, or if access to your account is blocked in accordance with credit or operating policy
- You believe someone has accessed your accounts without your permission and you fail to notify us immediately
- We have received incomplete or inaccurate information from you or a third party involving the account.
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a valid request, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Other Agreements

In addition to this Agreement, you and Cross Petroleum agree to be bound by and comply with the requirements of the agreements applicable to each of your On-line Accounts. Your use of the On-line service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Cross Petroleum.

Modifications to this Agreement

Cross Petroleum may modify the terms and conditions applicable to either Service from time to time and we reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Disclosure of Information to Third Parties

Cross Petroleum is committed to the security of your financial and personal information. All of our operational and data processing systems are in a secure environment that protects your account information from being accessed by third parties. This means that information you have provided to us either through means of electronic device or any other means is not available to outside parties. We maintain and grant access to customer information only in accordance with our internal security policy, which includes confidentiality or encryption on any electronic applications.

Governing Law

This Agreement is governed by the laws of the State of California and applicable federal law.