



Credit Application

Through this Credit Application (the "Application") the undersigned entity/individual hereby applies for credit with one or more of the following, related entities: M.O. Dion & Sons, Inc., any and all related divisions, branches and successors of M.O. Dion & Sons, Inc., including but not limited to Amber Industrial Services, Amber Racing Services, Amber Emergency Services, F&L Petroleum Products and F&L Racing Fuel. Each of the aforementioned entities to be defined, individually and collectively, as the "Seller" and the undersigned entity/individual to be defined as the "Buyer" in this Application and related documents.

APPLICANT INFORMATION

Company Name (Legal):		D.B.A. (If Different):
Street Address:		
City:	State:	Zip:
Phone:		Fax:
Delivery Address (If Different):		
City:	State:	Zip:
Phone:		Fax:
Contact Person:		
Contact Email:		AP Email:
Federal Tax ID or SSN #:		Date Business Established:
Type of Business:		No. of Employees:
Industry:	SIC Code:	NAICS Code:
Have you ever had credit with us before? Yes ___ No ___ Under what name:		
Have the principals of this business ever been involved in a petition of bankruptcy or forced liquidity? Yes ___ No ___		
Other Company Names Business Has Operated Under:		
Type(s) of products you will purchase:		
Estimated Fuel Gallons/Month:		Estimated Lube Gallons/Month:
Other:	Amount of Credit Requested: \$	
Are you Sales Tax Exempt? Yes ___ No ___ (If Yes, Resale Certificate Required)		
Are you Purchasing Dyed Diesel? Yes ___ No ___ (If Yes, Exemption Certificate Required)		
Authorized Purchasers:		

**All New Accounts are automatically enrolled in Paperless billing and invoices will be sent to the AP Contact and/or Contact Person. If you want to opt out of paperless billing and receive your invoices via USPS, a principal officer of your company will need to submit an opt-out request in writing via email, mail, or in person and provide your company name and mailing address.*

AGREEMENT TO TERMS AND CONDITIONS

I, representing the Buyer, authorize the Seller to request a consumer and business credit report for purposes of determining Buyer's current and continued credit worthiness. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose. I understand that the Seller will be requesting a consumer credit and business report in conjunction with this Application. I release all such persons from any liability or damages that may be incurred as a result of such information. I certify that the information on this Application is true and complete. Additionally, I agree to all of terms and conditions as outlined below.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

Officer's Signature:

Printed Name:

Title:

Date:

GENERAL TERMS AND CONDITIONS

IN CONSIDERATION OF THE SELLER SELLING GOODS AND/OR SERVICES TO THE BUYER EXECUTING THIS APPLICATION AND RELATED DOCUMENTS, BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS REGARDING PURCHASES MADE HEREAFTER:

1. ALL SOLVENT & LUBRICANT PURCHASES SHALL BE PAID NO LATER THAN 30 DAYS FOLLOWING THE INVOICE DATE. ALL FUEL PURCHASES SHALL BE PAID NO LATER THAN 15 DAYS FOLLOWING INVOICE DATE.
2. IN THE EVENT THAT FULL PAYMENT IS NOT RECEIVED WITHIN TERMS STATED IN ITEM 1, NO FURTHER CREDIT WILL BE EXTENDED UNTIL ACCOUNT BALANCE IS SATISFIED. FURTHER CREDIT MAY BE CURTAILED WITHOUT PRIOR NOTICE TO BUYER.
3. BUYER AGREES TO PAY SELLER'S ATTORNEY FEES, COURT COSTS, AND EXPENSES INCURRED BY SELLER IF BUYER'S ACCOUNT AND THIS AGREEMENT ARE REFERRED FOR COLLECTION OR ENFORCEMENT.
4. BUYER AGREES TO PAY SERVICE CHARGES OF 1-1/2% PER MONTH, AN ANNUAL INTEREST RATE OF 18% PER ANNUM, ON ANY A M O U N T S PAST DUE 30 DAYS AFTER BILLING DATE.
5. IF IT BECOMES NECESSARY FOR SELLER TO INSTITUTE LITIGATION AGAINST BUYER IT IS AGREED THAT SELLER HAS THE RIGHT TO BRING SUIT IN THE COUNTY OF LOS ANGELES, CALIFORNIA.
6. BUYER WARRANTS THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND ACKNOWLEDGES THAT CREDIT WILL BE EXTENDED PURSUANT TO THIS APPLICATION.
7. ANY DISPUTE AS TO BILLING, CHARGES, OR MATERIALS MUST BE RAISED BY BUYER WITHIN 10 DAYS OF BILLING OR SAID DISPUTE SHALL BE WAIVED BY BUYER.
8. SELLER RESERVES THE RIGHT TO CHARGE MASTERCARD, VISA, OR AMERICAN EXPRESS ACCOUNT FOR ANY PAST DUE AMOUNTS.
9. BUYER ACKNOWLEDGES THIS APPLICATION MAY BE UTILIZED BY SELLER FOR PURPOSES OF EXTENSION OF CREDIT BY M.O. DION & SONS, INC., AMBER RESOURCES LLC D.B.A. SAWYER PETROLEUM, AMBER PETROLEUM PRODUCTS, INC. AND/OR RELATED DIVISIONS, BRANCHES OR ITS SUCCESSORS. TO THE EXTENT MORE THAN ONE RELATED ENTITY OF SELLER PROVIDES ANY PRODUCTS, SERVICES OR THING(S) OF VALUE, THE TERMS OF THIS APPLICATION WILL APPLY WITH THE SAME FORCE AND EFFECT AS IF A SEPARATE CREDIT APPLICATION WAS EXECUTED BY BUYER AS TO EACH SUCH ENTITY. BUYER ACKNOWLEDGES THAT ANY PURCHASES MADE BY BUYER AS A RESULT OF CREDIT EXTENDED BY SELLER REPRESENTS A SUPPLY CONTRACT BETWEEN BUYER AND SELLER FOR THE PRODUCTS AND AT THE PRICES NEGOTIATED BY THE BUYER AND SELLER AND DOCUMENTED IN EITHER A QUOTE OR AS EVIDENCED BY AN INVOICE FOR SAID PRODUCTS AT SAID PRICES. THE SUPPLY CONTRACT IS ENTERED INTO BY THE BUYER AND SELLER WITH THE SELLER LOCATED AT 1543 W. 16TH STREET, LONG BEACH CA 90813.

Property of business location is: Owned___ Leased___ (If leased, please answer the below)			
Lessor Name:		Lessor Phone:	
		Length of Lease: ___Months	
Lessor Address:			
Legal Business Entity:			
___ Corporation ___Partnership ___Limited Liability Corporation ___Sole Proprietorship			
If Corporation			
Date of Incorporation:		State:	
		Subsidiary of Larger Business? Yes___ No___	
Parent Company Name (if different):			
Parent Company Office Address (if different):			
Please complete the following for three corporate officers including business owner(s) (Business owners required)			
Name:		Title:	
Name:		Title:	
Name:		Title:	
If Partnership			
Partner Name:		Title:	
		SSN:	
Home Address:		Telephone:	
Partner Name:		Title:	
		SSN:	
Home Address:		Telephone:	
Partner Name:		Title:	
		SSN:	
Home Address:		Telephone:	
If Sole Proprietorship			
Owner Name:		DOB:	
		SSN:	
Home Address:		Telephone:	
Spouse Name:		DOB:	
		SSN:	
Home Address:		Telephone:	
For Internal Use Only			
Opportunity in TDF CRM? Yes___ No___ If Yes, Opportunity Name:			

TRADE REFERENCES

Reference #1

Name:

Address:

Phone:

Fax:

Reference #2

Name:

Address:

Phone:

Fax:

Reference #3

Name:

Address:

Phone:

Fax:

BANK REFERENCE

Bank #1

Account #:

Phone:

Fax:

Contact Person:

Name of Bank

Address:

Personal Guarantee

For value received and in consideration of M.O. Dion & Sons, Inc. and/or any one or more of their divisions, branches, successors and related entities (hereinafter, collectively and individually the "Seller") advancing credit

to _____ (hereinafter, the "Buyer"), the undersigned (hereinafter, the "Guarantor(s)"), jointly and severally, guarantee the prompt payment of all amounts now due and owing or which may hereinafter become due and owing to Seller by said Buyer on any account on which Seller may extend or has extended credit to said Buyer, including but not limited to, all accounts due and owing, or which may become due or owing, for goods, wares and merchandise or work labor or service sold and delivered to said Buyer. The liability of the undersigned shall not be affected or prejudiced by the acceptance of a note or other evidence of indebtedness, by extension of time for payment, or other indulgence granted to the Buyer, or by any agreement affecting said indebtedness, and the undersigned hereby waive notice of all of the aforesaid. The filing of a suit or exhaustion of legal remedies against the guarantee, and the undersigned hereby expressly waives any prior notice of Buyer's default. This continuing guarantee can only be revoked by the undersigned by sending written notice of such revocation to Seller by United States certified mail, return receipt requested. Any revocation of the guarantee becomes effective the date Seller receives notice and, accordingly, any debt incurred between the date the personal guarantee is executed and the date any revocation is received remains guaranteed by the Guarantor(s).

The undersigned hereby waives notice of default of non-payment. Seller shall be entitled to look to the undersigned for full payment without prior demand, notice, or seeking recourse against any other party. If suit is instituted to enforce this guarantee, the undersigned promises and agrees to pay the cost of such action, together with attorney fees in such amount as may be fixed by the court.

Dated at _____ this _____ day of _____, _____

Time Day Month Year

1st Guarantor (Print Name)

2nd Guarantor (Print Name)

Signature

Signature

Home Telephone Number

Home Telephone Number

Home Address

Home Address

Social Security Number

Social Security Number

Terms of Cardlock Use - Cardlock Provisions

In consideration of M.O. Dion & Sons, Inc. ("Seller") granting customer ("Buyer") use of cardlock cards ("Cards") for access to and obtaining fuel at one or more cardlock facilities ("Facilities"), and upon Seller providing Buyer with one or more Cards for fuel purchases at the Facilities, the following provisions (the "Cardlock Provisions") shall apply in addition to any other contract provisions between the parties including, without limitation, any Credit Application/Agreement entered into by the parties.

- 1) Buyer acknowledges that all Cards are issued by Seller for customers of Seller, and any or all of its related divisions, branches, successors, assigns, or related parties including, but not limited to, Amber Industrial Services, Amber Racing Services, Amber Emergency Services, and F&L Petroleum Products (collectively, the "Suppliers"). All cardlock invoices will be issued to Buyer in the name of Seller. Buyer acknowledges that the information provided herein and the terms and conditions of the Credit Application/Agreement and related documents it has executed apply to Seller and the Suppliers. Seller may terminate Buyer's use of the Card(s) or Facilities at any time for breach of the Cardlock Provisions. Seller may suspend or terminate access to Facilities at any time with or without notice for any reason.
- 2) Purchases by Buyer and its employees or other representative will be for vehicles owned and/or operated by the Buyer for commercial use only. Buyer further understands, acknowledges, and agrees that any and all Cards provided by Seller to Buyer are provided solely for the convenience of Buyer and solely for the exclusive use by Buyer.
- 3) This Card is an access card used to initiate a CFN, Pacific Pride, Amerinet or related network transaction to obtain fuel or other services offered through the cardlock system. This Card is not a credit card. **The parties acknowledge and agree that the Card is an access card and comes within the definition of a "card key" as used in California Civil Code § 1747.02. Therefore, the federal and state \$50.00 liability limit for unauthorized use of consumer credit cards does not apply to these commercial network fueling cardlock cards. Buyer acknowledges and agrees that issuance of a credit limit to Buyer is wholly independent of the process for issuing a network Card.** Purchases by Buyer represent a "Supply Contract" between Buyer and Seller for the product(s) purchased and at the prices negotiated by Buyer and Seller. The Supply Contract is entered into by Buyer and Seller (including the Suppliers), with Seller located at 1543 W. 16th Street, Long Beach CA 90813. (Initial Here)
- 4) In the event that any legal action is required to collect amounts owed pursuant to these Cardlock Provisions and the Credit Application/Agreement, Buyer and undersigned Guarantor, if any, agree that any action to enforce or interpret these Cardlock Provisions shall be filed in the Courts of Los Angeles, CA located in Long Beach, CA and that Long Beach (or other, assigned Court in Los Angeles County) shall be proper venue.
- 5) **Buyer shall be solely responsible for all purchases by Buyer or any other person(s) using Cards issued by Seller to Buyer, regardless of whether use by any person is unauthorized or fraudulent and that Seller shall have no liability whatsoever for any unauthorized or fraudulent use of a Card issued by Seller to Buyer. Buyer further covenants to defend, indemnify, and otherwise hold Seller harmless from and against any and all liability for the Card charges, irrespective of whether Buyer authorized such charges or if the charges are fraudulent.** Buyer shall immediately notify Seller in writing (including by e-mail) if a Card is lost, stolen or misused including if it is used fraudulently. Buyer shall be solely responsible for all fuel or other products charged to Buyer's account on a lost or stolen Card including fraudulent use until Seller is notified in writing (including by e-mail) of the loss or theft or fraudulent use and given Seller a reasonable amount of time during normal business hours to cancel or lock the Card. Buyer acknowledges and agrees that the monitoring of usage of Card(s) issued by Seller to Buyer is the sole responsibility of Buyer and Seller shall not have any responsibility for any Card monitoring services. **Buyer agrees that it shall not keep the PIN number/security access code on or near the Card.** (Initial Here)
- 6) Buyer agrees to be solely responsible for any spills and/or fueling facility or equipment damage whether accidental or ordinary use, and Buyer agrees to promptly report any spills or damage to Seller and to indemnify Seller from any claims, fines or causes of action arising out of such incident.
- 7) Buyer is advised that Buyer will not pay the posted retail prices at Facilities that are at/or near retail sites, but will pay the agreed to cardlock price per gallon. Posted prices at or near retail sites do not typically apply to cardlock fueling purchases unless the posted price is equal to the agreed cardlock price.
- 8) Buyer shall timely pay for all cardlock purchases and charges in full, whether or not authorized by Buyer, no later than ten (10) days from date of the invoice. Failure to pay in full within the prescribed time for purchases may result in immediate lockout. Buyer agrees that Buyer, acting in good faith and not simply an attempt to delay payment, has ten (10) days from the date of the invoice to dispute, in writing (which includes e-mail), any charge(s) on the invoice. If Seller rejects Buyer's claim for the amounts in dispute, then such amounts shall become immediately due and payable.
- 9) Initial here to acknowledge agreement with and acceptance of Seller's Standard Terms and Conditions set forth in the incorporated Credit Application/Agreement, the terms of which are incorporated herein by this reference and concurrently provided to Buyer. In the event of a conflict between the Standard Terms and Conditions and the Cardlock Provisions, the Cardlock Provisions will control. No purchase order, order acknowledgement or other form issued by Buyer shall modify any of the terms and conditions contained herein and any such forms shall be solely for the convenience of Buyer. (Initial Here)
- 10) If there is any change in the ownership of Buyer (a "Transfer") or if substantially all of the assets of Buyer are sold (a "Sale"), Buyer shall promptly notify Seller at least ten (10) days prior to the completion of such Transfer or Sale, or as soon as legally permissible if early notice is precluded by securities law. In order to secure the payment of all outstanding sums owing to Seller, such notice shall create a security interest in favor of Seller in assets equal to the amounts owed to Seller included in the Sale and in the proceeds of the Sale or, if a Transfer, in the consideration paid to the seller(s) in the Transfer.
- 11) Buyer represents that it and any person using the Cards delivered to Buyer are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the cardlock system. **Buyer agrees to defend, indemnify, and otherwise hold Seller harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence or misuse of the cardlock system by Buyer or any person using the Cards delivered to Buyer hereunder.** (Initial Here)
- 12) Seller shall use its commercially reasonable efforts to maintain the cardlock system in good working order and condition at its expense provided, however, Seller shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Buyer agrees that it and any person using the Cards delivered to Buyer shall promptly notify Seller of any malfunctioning of the cardlock system of which Buyer or such person is aware. Seller shall no liability for any consequential, incidental, or punitive damages arising from Buyer's inability to use the Facilities or Cards or any breach by Seller of these Cardlock Provisions.

- 13) Buyer's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Seller, or upon ten (10) days written notice (including notice transmitted by e-mail). Upon termination, Buyer agrees to immediately surrender to Seller all Cards issued to Buyer and to immediately pay all outstanding sums owing to Seller. Seller shall promptly refund any deposit, less amounts owed at Seller's option, to Buyer when all Cards are returned and all amounts owing to Seller are paid in full.
- 14) In the event of any breach of any of the terms of these Cardlock Provisions or any other agreement between Buyer and Seller, including but expressly not limited to the failure to pay sums owing to Seller when due, then in addition to any other sums due or payable to Seller by Buyer, Buyer agrees to pay the actual and reasonable attorneys' and expert fees, Court costs, if any, and all other expenses or costs incurred by Seller in the enforcement of Seller's rights.
- 15) All of the terms and conditions of these Cardlock Provisions and any Guarantee are for the benefit of Seller and any and all of the Suppliers and shall apply to all of Buyer's cardlock purchases, irrespective of when made. Buyer agrees to comply with all applicable laws, regulations, rules and standards (and any amendments, variations and modifications thereto as are from time to time in force and any implementing regulations promulgated pursuant thereto) (collectively, "Laws") in force in jurisdictions related to the performance of the obligations hereunder.
- 16) In case any provision contained in these Cardlock Provisions should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 17) Buyer acknowledges that they have read and understand the Fraud Protection Program Terms and Conditions and acknowledges that it is the Buyers responsibility, to maintain "Proper Card Controls" as defined in the Fraud Protection Program Terms and Conditions and adhere to all Terms and Conditions outlined. These controls include but are not limited to the number of transactions (Card swipes) per day, authorized products, gallons per transaction, gallons per day, use of Extended Network sites, authorized days of the week and time of day, and strict control. Buyer assumes all liability for all charges regardless of whether the result of fraud, if the card controls are not maintained to meet the Fraud Protection Program Terms and Conditions. I also signify that I understand the risk involved with my choice of transactions limits on my fuel cards. The laws of the state of California shall govern the construction and enforcement of the Cardlock Provisions and any dispute relating to the Cardlock Provisions must be brought in the state courts located in Los Angeles county California.
- 18) The Buyer understands that Cards will not be automatically invalidated automatically and it remains the Buyers responsibility to request any Card invalidation for any reason including but not limited to the Card being lost, stolen, damaged, or replaced. Buyer acknowledges that in issuing any replacement Card(s) for the Buyer, Seller WILL NOT automatically cancel existing Cards. We require written direction from an authorized user to lockout these Cards. Until Seller receives the written request, the Buyer remains responsible for any and all charges.
- 19) The individuals noted as Authorized Users are authorized to order/change Cards and make changes to this account for Buyer.
- 20) By allowing any of the Authorized Users access to the manager access portal, I understand that that the Buyer named above is accepting all liability for Cards ordered and any changes made online through any cardlock web portal including Pacific Pride or CFN.
- 21) For additional security and convenience, the 4-digit Account Access Code noted can be given by an Authorized User via phone, or in person at Seller Facilities to bypass the requirement for written approval for all account/Card changes as well as new/replacement Card requests.

PERSONAL GUARANTY (This is an individual guaranty for payment of the Company's invoices.)

I have read the Additional Terms of Cardlock Use (Cardlock Provisions). I certify that the statements made in the incorporated Credit Application/Agreement are true and authorize Seller to undertake an investigation of my credit and the Company's credit. I understand that billings may be issued at least twice each month and that payment in full will be due within ten (10) days of the invoice date. I agree to pay a late charge of 1-1/2% per month (18% per year) or fifty (50) cent minimum on any delinquent balances. **Notwithstanding the foregoing, the Cards will be provided to an entity including a natural person and that invoices for use of the Cards will be sent to such entity designated herein as Buyer, I am authorized to and personally guarantee prompt payment in full of any and all charges made to the Card(s) issued to Buyer, whether or not such charges were authorized by Buyer.** All purchases made using the Card(s) shall be used solely for commercial use and for no other purpose.

Authorized Users

4-digit Account Access Code: _____

Name: _____

Email: _____

Phone: _____

Access to the Manager Access Portal: ____ Yes ____ No

Name: _____

Email: _____

Phone: _____

Access to the Manager Access Portal: ____ Yes ____ No

Name: _____

Email: _____

Phone: _____

Access to the Manager Access Portal: ____ Yes ____ No

Printed Name

Signature

Date

Fraud Protection Program Terms and Conditions

Revision Date: January 3, 2024

1. **General Security:** Each CFN or Pacific Pride card transaction is authorized with the card number, quantity limit and Driver Identification Number to ensure the transaction is limited to the pre-approved amount. All authorization limits are subject to the limitations of each merchant's Point-of-Sale (POS) system.
2. **Coverage Types and Limitations:**
 - a. **Card Fraud:** In the event of unauthorized transactions, CFN / Pacific Pride will cover a maximum of \$25,000 per compromised card for the forty-five (45) calendar day period prior to when the card was invalidated and assume full responsibility for such purchases subject to the limitations and conditions outlined herein.
 - b. **Lost or Stolen Cards:** CFN / Pacific Pride will cover a maximum of \$10,000 in fraudulent fuel transactions on lost or stolen cards for the five (5) calendar day period prior to when the card was invalidated. Buyer is liable for all other transactions made by the lost or stolen cards and acknowledges full liability for losses resulting from any failure to invalidate or report cards as misplaced or stolen in accordance with the program terms and conditions.
 - c. **Limitations:** Fraud protection extends to most types of fuel transactions with the exception of hand tags and bulk loads. *Coverage explicitly excludes:*
 - i. Disputes arising from transactions where a Fraud Protection Alert "Fraud Alert" was sent and the Buyer failed to react within one (1) business day as outlined in Section 4.
 - ii. Disputes linked to cards without proper card controls as outlined in Section 9.
 - iii. Disputes for products other than fuel as outlined in Section 8.
 - iv. Disputes involving cards that have been deactivated by M.O. Dion & Sons, Inc. or one of its affiliates for suspected fraud whereby the card was reactivated in the Participant Account Logon "Manager Access Portal" by Buyer or by the request from an Authorized User of Buyer to M.O. Dion & Sons, Inc.
 - v. Disputes involving cards that have been declined for authorization due to reaching the assigned purchase limits for volume and/or transactions, and the Buyer resets and/or increases the card's restrictions to enable further purchases by Buyer.
 - vi. Disputes involving any and all forms of employee theft; including but not limited to employees of the cardholder, Buyer, Seller, or the facility where the card was accepted.
 - vii. Transactions older than forty-five (45) calendar days – *beginning from the date of card invalidation.*
3. **Invalidating Cards / Notification:** It is the Buyer's responsibility to immediately report any card as lost, stolen, or having fraudulent activity. This can be done by emailing CardlockAdmin@DionAndSons.com during regular business hours or calling 877-202-9065, which is available 24/7.
4. **Fraud Protection Alerts:** M.O. Dion & Sons, Inc. or its card service provider will communicate potential suspicious card transactions via e-mail to the Buyer. The e-mail will provide the transaction details to investigate if the suspicious activity was fraudulent. M.O. Dion & Sons, Inc. can provide additional information regarding the transaction if needed. It is the Buyer's responsibility to have valid e-mail addresses for Authorized Users designated to research suspicious transactions for M.O. Dion & Sons, Inc. to contact at all times. *Buyer must identify and confirm any fraudulent Transactions within one (1) business day after receiving any e-mail alert of potential suspicious or compromised card activity. Failure to react to an e-mail alert within one (1) business day will serve as Buyer's acknowledgement that the transaction in question was legitimate and releases M.O. Dion & Sons, Inc. from any liability originating from said transaction.* If the CFN / Pacific Pride Fraud Protection Program fails to identify a suspicious transaction, CFN / Pacific Pride will cover the respective incident up to the amounts outlined in Section 2, subject to the program terms and conditions.
5. **Protecting Cards and Driver Identification Numbers:** It is the responsibility of the Buyer to ensure that only authorized personnel "Authorized Users" have the ability to create and distribute cards and issue Driver Identification Numbers. It is the responsibility of the Buyer to protect the cards and Driver Identification Numbers to ensure that only authorized employees or agents have access. It is the Buyer's responsibility to immediately request a card to be invalidated as held by a terminated employee or having a compromised Driver Identification Number. CFN/Pacific Pride is not responsible for fraudulent fuel transactions made under these scenarios.
6. **Dispute Submittals:** Buyers have ten (10) calendar days from the date of card invalidation to submit a Fraud Dispute form for any fraudulent fuel transaction covered under the CFN / Pacific Pride Fraud Protection Program. Should Buyer file a dispute, M.O. Dion & Sons, Inc. will open a case with CFN / Pacific Pride and inform the Buyer if the dispute is approved or denied. In the course of the review, CFN / Pacific Pride may request additional information from the Buyer and/or M.O. Dion & Sons, Inc. to make its determination. Fraud Dispute forms should be submitted to M.O. Dion & Sons, Inc. via email at CardlockAdmin@DionAndSons.com or fax at 877-741-6105. *Fraudulent fuel transactions older than forty-five (45) calendar days from the date of card invalidation are not covered under the CFN / Pacific Pride Fraud Protection Program and should be excluded from the transactions listed on the Fraud Dispute form.*
7. **Appeals:** Should a Dispute be denied, Participant has ten (10) calendar days to appeal the decision outlining in detail why the decision should be overturned.
8. **Miscellaneous Product Purchase Limitations:** In addition to the vehicle related product categories (e.g., fuel), a card can be allowed to purchase non-vehicle related items under the Miscellaneous product category. CFN / Pacific Pride or M.O. Dion & Sons, Inc. assumes no responsibility for any unauthorized non-fuel (Miscellaneous) purchases.
9. **Proper Card Controls:** It is the responsibility of the Buyer to ensure proper card controls are set to limit fraud exposure. Control amounts should correspond to the purchase needs of the driver and the fuel tank capacities of their vehicle fleet. To be eligible for reimbursement, a card must have 'Proper Card Controls'. **Proper Card Controls are defined as no more than twice the actual usage over the last sixty (60) calendar days* for each of the following categories:**
 - a. Transactions per day
 - b. Gallons per day
 - c. Gallons per fill
 - d. Miscellaneous purchases

Cards without purchase limits for any of the above categories are not considered proper. Fraud disputes linked to such cards will be automatically denied.
**For cards with less than sixty (60) calendar days purchase history, the averages will be calculated based on the purchase activity up to the point when the fraud occurred.*
10. **Annual Review and Changes.** The CFN / Pacific Pride Fraud Protection Program will be reviewed annually on a calendar year basis. The program terms and conditions are subject to change, including cancellation upon thirty (30) days written notice.