

Terms of Website Use

Effective Date: September 07, 2011

Please read these terms of use carefully. Together with our privacy policy, and other applicable terms, they govern our relationship with you in relation to this website ("**Site**") and any other website owned or operated by Valero Energy (Ireland) Limited. , whether as a guest or a registered user.

This Site is currently intended for those who access it from within the United Kingdom or Ireland. Because of this, we cannot guarantee that the Site or the information thereon complies with or is appropriate for use in other places, and accordingly it should only be used by persons who access it from within the UK or Ireland.

BY USING THE SITE, YOU INDICATE THAT YOU ACCEPT THESE TERMS OF USE AND THAT YOU AGREE TO BE BOUND BY THEM, AS MODIFIED OR AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE TO ANY OF THESE TERMS OF USE, PLEASE REFRAIN FROM USING THE SITE.

Information about Us

The Site is owned and operated by is operated by Valero Energy (Ireland) Limited. (a company incorporated Ireland under company number 7246), whose registered office is at First Floor, Block B, Liffey Valley Office Campus, Quarryvale, Co.Dublin (an affiliate of Valero Energy Corporation (a U.S. company)) and it affiliates (collectively the "**Company**", "**we**" or "**our**"). Our main trading address is First Floor, Block B. Liffey Valley Office Campus, Quarryvale, Co.Dublin ..

Changes to this Agreement

We reserve the right at any time and without notice, to:

- Add to, change or remove any of these terms of use by amending this page;
- Change the Site, including eliminating, modifying or discontinuing any content or feature of the Site, restricting the hours of the Site's availability or limiting the amount of use permitted; or
- Change any fees or charges for use of the Site, including instituting new or increased fees or charges for the use of the Site or any other Site-related services or any feature thereof.

When we make changes to these terms of use, we will revise the "Last Updated" date above. We will also provide notice by any means, including posting a notice on the Site that these terms of use have changed, or sending an email to the latest email address we have on record for you if you have provided your email address to us. Any changes we make will be effective immediately upon notice, but if you do not agree to such changes, you may choose to terminate these terms of use by either stopping using the Site or by sending us an email info@texoil.ie (for example, if you do not agree to revised fees or charges). It is your responsibility to check these terms of use periodically to take notice of any changes we have made. Your continued use of the Site after such notice constitutes your acceptance of such changes.

Personal Information

You warrant that all information provided to us about you or your company, where applicable, is true, accurate, current, and complete. If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and

refuse any and all current or future use of the Site and any information, materials or services available through the Site.

You also agree that the Company may process any information about you in accordance with our Privacy Policy <http://www.texoil.ie/downloads/privacy-policy.pdf> . By using our Site, you consent to such processing.

Your Account

Users may be able to create an account, and set up a user ID and password, to use this Site. Creating an account may give users access to information of varying degrees of commercial sensitivity and the ability to process business transactions directly with the Company. The access granted to you is given on the understanding that you take all reasonable steps to prevent unauthorised use of this Site by your employees or any third parties. As such, it is your responsibility to ensure that user IDs and passwords are not divulged to any unauthorised members of staff or third parties.

You are entirely responsible for all activities that occur under your account(s) and for maintaining the confidentiality of your username(s), password(s), and your account(s). You also hereby agree to promptly notify us via email to info@texoil.ie of any unauthorised use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site. Please include your name, company and site details (including site number, site name and address) in any notice. In addition, you agree to take adequate measures to safeguard your information and account, including exiting from your account at the end of each session.

Restrictions on Use of Materials

No material from this Site or any other website owned, operated, licensed or controlled by the Company or its affiliates may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download reasonable copies of the materials on any single computer and produce reasonable printed copies necessary for your business records, provided you keep intact all copyright and other proprietary notices.

Modification of the materials or use of the materials for any other purpose is a violation of the Company's and/or its affiliate's copyright and other proprietary rights.

Permission for all other uses of materials contained herein, including reproducing and distributing multiple copies, or linking to or from any web page except those specifically authorised by the Company, must be obtained from the Company in advance. Requests for such permission should be sent via email to info@texoil.ie . If you are then provided with authorisation from the Company to link to our Site, you may only do so in a way that is fair and legal and does not damage our reputation or take advantage of it, and you must not establish a link in any such way that suggests any form of association, approval or endorsement on our part where none exists. You must also not establish a link from any website that is not owned by you.

We reserve the right to withdraw any such permissions without notice.

For the purposes of these terms of use, the use of any Site material on any other site or networked computer environment is prohibited.

Intellectual Property

We or our affiliates are the owner or licensee of all intellectual property rights in our Site, and in the material published on it.

In the event you download software from the site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by the Company. The Company does not transfer title to the Software to you. You own the medium on which the Software is recorded, but the Company retains full and complete title to the Software, and all intellectual property rights therein. Except to the extent permitted by law, you may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form.

Links to Other Websites

This Site may contain links to other websites and resources provided by third parties and not owned or operated by Company or its affiliates. These links are provided for information purposes only.

The Company is not responsible for the availability or content of these websites or resources.

In addition, such links should not be interpreted as endorsement or approval by the Company of the operators or sponsors of these websites or resources, or their products or services.

We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Purpose of the Site

Unless otherwise specified, the information and materials provided on this Site are provided solely for the purpose of promoting and accessing programs, products and services of the Company and its affiliates available in the United Kingdom and Ireland, and any additional countries which the Company may designate from time to time. The Company makes no representation that the materials on this Site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

User Content

The Site may, now or in the future, permit users to submit content, such as comments and product reviews, and may also provide for the hosting, sharing or publishing of such content ("**User Content**"). Any User Content you submit may be publicly available to other Site users as well as members of the general public. You agree and acknowledge that, without regard to whether such content is published, the Company cannot and does not guarantee any confidentiality or security of any User Content. You further understand and agree that the Company does not warrant or verify the content or accuracy of any User Content. Your decision to submit, accept or rely on any User Content is at your own risk.

You also agree that any material, information or ideas submitted or posted on this Site by you will be considered non-confidential and non-proprietary. The Company has the right to use, distribute, copy and disclose to third parties any such material for any purpose whatsoever with or without your consent. The Company also has the right to disclose your identity to any third party who is claiming that any material

posted or uploaded by you to our Site constitutes a violation of their Intellectual Property rights, or of their right to privacy.

The Company has the right to refuse, remove and/or delete any User Content if, in our opinion, it violates these terms of use or is otherwise illegal or objectionable.

With respect to any User Content you submit, you agree you will not: (i) submit any content that is copyrighted, protected by trade secret or otherwise subject to any third party intellectual property rights or proprietary rights, including any privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner of such rights to post such content and to grant the Company all of the license rights and other rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, defamatory, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (iii) use the Site to harm minors in any way; (iv) impersonate any person or entity, including but not limited to, a representative of the Company, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Site; (vi) upload, post, e-mail or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation; (vii) upload, post, e-mail or otherwise transmit any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) intentionally or unintentionally violate any applicable local, state, national or international law, any rules of any national or other securities exchange, and any regulations having the force of law; or (ix) collect or store personal data about other users.

You warrant that any contribution you make to the Site complies with the standards set out in these terms of use, and you indemnify us for any breach of that warranty.

No Unlawful or Harmful Use

The Company respects the intellectual property of others, and we ask our users to do the same. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users of the Site who may infringe or repeatedly infringe the copyrights or other intellectual property rights of the Site and/or others.

You also agree that you will not use the Site, including any information, materials or services available through the Site, in any way that is unlawful or harms the Company or any Site user. You must not misuse our Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence, including an offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately. You shall not violate or attempt to violate the security of the Site.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs,

data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it,

Notice of Infringing or Unlawful Content

If you believe any Site materials or information, or any User Content infringes upon or violates your intellectual property rights, is defamatory, or is otherwise unlawful, you may provide us with notice in writing to info@texoil.ie. Please include the following information, or we may not be able to respond to your request:

- A physical or electronic signature of the person whose rights have been violated or a person authorised to act on his or her behalf;
- Identification of the material claimed to be infringing or unlawful and information reasonably sufficient to permit us to locate the material;
- Identification of the right claimed to be infringed or violated, including where applicable the intellectual property claimed to be infringed;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address.

Termination

Your Access or Account. The Company may without notice terminate your access to the Site or your user account immediately if in the Company's sole discretion you fail to comply with any of these terms of use. We may, but are not required to, allow users the opportunity to cure minor breaches of these terms of use. Upon termination, you must destroy all materials obtained from this Site and any and all other Company site(s) and all copies thereof, whether made under these terms of use or otherwise.

The Site. The Company may at any time and in its sole discretion, discontinue providing the Site, or any part thereof, including any information, materials or services made available through the Site, with or without notice. You agree that any termination of your access to the Site under any provision of these terms of use may be effected without prior notice, and acknowledge and agree that the Company may bar any further access to the Site. While we are not required to do so, where practicable, we will take reasonable efforts to provide prior notice of the termination of the Site, such as by posting notice on the homepage of the site. You agree that the Company shall not be liable to you or any third-party for any termination of access to the Site.

Communications

With respect to all communications you make to the Company, including but not limited to User Content, feedback, questions, comments, suggestions and the like: (i) you shall have no right to confidentiality in your communications; (ii) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (iii) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information.

Right of Access / Age of Users

In order to post or submit any User Content to the Site you must be 18 years of age or otherwise fully able and competent to enter into and comply with these terms of use. By contributing such content or creating

an account, you are affirming that you are 18 years old or more and/or are fully able and competent to enter into and comply with these terms of use.

Children under 14 years of age may not submit any personal data to us through the Site, or register to receive communications from us, without the consent of their parent or guardian.

International Transfers of Personal Data

The Company is headquartered in the United States and has affiliates and subsidiaries worldwide, including in Europe, Canada, the U.S. and Aruba. Personal data collected on our websites may be stored and processed within the European Economic Area, the United States, or any other country in which the Company or its subsidiaries, affiliates, or joint ventures maintain facilities.

By choosing to use our websites and to provide us personal data, you consent to any such transfer and storage of information outside of your country.

Indemnification

You hereby agree to indemnify, defend, and hold the Company and its parent, subsidiaries and affiliates, and their respective officers, directors, employees, owners, agents, representatives, service providers, successors and assigns, harmless from and against any and all losses, damages, claims, demands, liabilities and costs (including, without limitation, settlement costs, attorneys' fees and any legal or other fees and expenses incurred in investigating or defending any actions or threatened actions) arising from or related to your breach of these terms of use or otherwise arising from or related to your misuse of the Site, including any information, materials or services available through the Site, or your submission of any User Content.

Warranty Disclaimer

Your use of the Site is at your sole risk and you assume total responsibility for such use. The Site, including any Site information and services available through the Site, is provided on an "as is" basis and without any guarantees, conditions or warranties of any kind, either express or implied, as to its accuracy. By accessing each site, the entrant has agreed that he/she has reviewed the website in its entirety including any legal or regulatory terms.

Limitation of Liability

To the fullest extent permitted by law, the Company and its parent, subsidiaries and affiliates, and their respective officers, directors, employees, owners, agents, representatives, service providers, successors and assigns hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including: loss of income or

revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

To the fullest extent permissible by applicable law, the Company does not: (a) represent or warrant that the Site, including and Site information or services available through the Site, will be available or operate in an uninterrupted, error-free or completely secure manner, or that errors or defects will be corrected; (b) represent or warrant that the Site, including and Site information or services available through the Site, will meet your requirements; or (c) make any representations, warranties or conditions regarding the use or results of the use of the Site, including and Site information or services available through the Site, in terms of their accuracy, reliability, timeliness, completeness or otherwise.

The Company expressly disclaims liability for any errors or omissions in the materials contained in this site. You (and not the Company) assume the entire cost of all necessary servicing, repair or correction of any equipment you use to access this Site.

Nothing in these terms of use shall be deemed as limiting or excluding any liability that cannot be excluded under law, including consumer law.

Limited Time to Bring Claim

Where permitted by law, you and the Company agree that any cause of action arising out of or related to your use of Site or to these terms of use must be brought within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Jurisdiction and Governing Law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the England and Wales.

Entire Agreement; Waiver; Notice; and Severability

These terms of use (together with the Privacy Policy <http://www.texoil.ie/downloads/privacy-policy.pdf>) and any other applicable Site policy or terms constitute the entire agreement between you and the Company, in connection with the Site, including any Site information or products or services available through the Site, and supersede all prior agreements between you and the Company regarding the subject matter contained herein. You agree that you have not relied upon any prior agreements or

representations in entering into this Agreement. If any provision of these terms of use are found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. No failure by either party to exercise or enforce any of its rights under these terms of use will act as a waiver of such rights.