

# **Terms of Use Agreement**

*Last Updated: January 2025*

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICES OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

This Terms of Use Agreement (“**Agreement**”) is a legally binding agreement between you and Corpay and its affiliates and subsidiaries (collectively, “**Company**,” “**we**,” “**us**,” or “**our**”) and governs your access to and use of our websites, mobile and other online services or applications that link to this Agreement, including our Mobile App(s) (each a “**Site**,” and collectively the “**Sites**”) and the features, content, programs, and services, and other offerings we make available through the Sites (collectively with the Sites, the “**Services**”). By continuing to access and use the Services, you agree that such use is legally sufficient consideration under this Agreement.

**THIS AGREEMENT CONTAINS A BINDING [ARBITRATION AGREEMENT](#) WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, [BRING A CLASS ACTION](#), AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT [LIMIT OUR LIABILITY](#) TO YOU.**

YOUR CONTINUED USE OF THE SERVICES IS SUBJECT TO YOUR CONTINUED COMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

CONTINUED ACCESS AND USE OF THE SERVICES AFTER CHANGES HAVE BEEN MADE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE REVISED AGREEMENT THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU SHALL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS TO IT.

If you are an individual accessing or using the Services on behalf of, or for the benefit of, any corporation, partnership, or other legal entity with which you are associated (“**Organization**”), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the individual using the Services and to any such Organization.

We are committed to making the Services accessible for all users and will continue to take steps necessary to ensure compliance with applicable laws. If you have difficulty accessing any content, feature, or functionality of the Services, please [Contact Us](#).

## **What’s Contained in This Agreement**

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  - [European Union](#)
  - [Japan](#)
  - [United Kingdom](#)
- [Contact Us](#)

## HIGHLIGHTS OF THE AGREEMENT

This Highlights section is intended to provide you with a basic overview of the contents of this Agreement. However, please read the entire Agreement for a complete understanding of the terms you are agreeing to. The meaning of capitalized words can be found in the full Agreement. If there is a conflict between the terms of this Highlights section and the terms of the full Agreement, the terms of the full Agreement control.

### (a) Our Rights

- All Content on the Services is protected by intellectual property rights—you may only make limited use of the Content you find on the Services, as described below.
- We may block you from accessing our Sites, block or delete your User Content, or terminate your Account for any reason.
- We are not liable for third-party content hosted on our Sites, external websites linked to or from our Sites, or errors regarding product or service information, availability, or promotional offers.

[Read more about our rights and control of the Services and Content.](#)

### (b) Your Use of Our Sites

- Unless otherwise indicated, you only may use the Services and Content for your personal use as an individual.
- You may not violate any laws, infringe any rights, threaten, harass, or impersonate others, or take other actions that harm us or other people or parties.
- You must not attempt to bypass security protections on the Services, introduce viruses or other harmful code, or use the Services to attack other websites or services.
- If you register for an Account, you should keep your password confidential and not allow other people to use your Account.

[Read more about what you can and cannot do on the Services.](#)

### (c) Your Content

- If you send us, post, or upload User Content to the Services, including by posting reviews, we may use that User Content for any purpose, including commercial uses, product or service development, and advertising.
- If you post your name, personal information, or other User Content to public areas of the Services, that information might be seen and used by any visitors to the Services.
- You should not send us or post User Content that: (i) you want to keep confidential, or (ii) you do not have the rights to post.

[Read more about User Content.](#)

### (d) International Users

- There are special terms and limitations for international users of our Sites.

[Read more about our International Terms.](#)

**(e) Important Things to Know**

- By using the Services, you consent to the terms of this Agreement. We may update this Agreement from time to time, and we will use reasonable efforts to provide you with notice of these updates if they are material.
- **THIS AGREEMENT CONTAINS [LIMITATIONS ON OUR LIABILITY TO YOU](#), IMPORTANT [DISCLAIMERS OF WARRANTIES](#), AND [INDEMNIFICATION OBLIGATIONS](#) BY YOU.**
- **THIS AGREEMENT GOVERNS HOW DISPUTES WITH US WILL BE HANDLED, INCLUDING USING [BINDING ARBITRATION WITH A CLASS ACTION WAIVER](#).**
- Your use of the Services may be governed by other terms and conditions applicable to certain features or promotions. You should also read our [Privacy Policy](#).
- This Agreement contains information about how you can [Contact Us](#) regarding complaints, questions, or copyright infringement claims.

[Read the complete Agreement below.](#)

## COMPLETE AGREEMENT

### OUR INTELLECTUAL PROPERTY RIGHTS

All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs, and other content appearing in or on the Services (“**Content**”) are protected intellectual property of, or used with permission or under license by, our Company. Such Content may be protected by copyright, trademark, patent, or other proprietary rights and laws. This includes the entire Content of each Site, copyrighted and protected as a collective work. All intellectual property rights associated with the Services, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title, or interest in any Content by accessing or using the Services. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on the Services is strictly prohibited.

Subject to your compliance with this Agreement, we grant you a limited license to access and use the Services and their Content for personal, informational, and other authorized purposes. No Content from the Services may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be permitted to access the Services. To use Content under such an exception, you must (i) keep any copyright, trademark, or other proprietary notices intact; (ii) use such Content pursuant to any licenses associated with such Content; (iii) not copy or post such Content on any networked computer or broadcast it in any media; (iv) make no modifications to any such Content; and (v) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of the Services or the Content.

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### YOUR AUTHORIZED USE OF THE SERVICES

While using the Services, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use the Services for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Services or any other party’s use of the Services. In addition, we expect users of the Services to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available to or through the Services any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;

- Post to or transmit through the Services any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Services, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of the Services;
- Disseminate on the Services any viruses, worms, spyware, adware, or other malicious computer code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software, or equipment;
- Use scripts, macros, or other automated means to impact the integrity of voting, ratings, or similar features;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Services;
- Build a competitive product or service using the Services, build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Services or monitor the availability, performance, or functionality of the Services;
- Use any data mining, bots, spiders, automated tools, or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services or any other user of the Services; or
- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Services.

Linking: You are granted a limited, non-exclusive right to create text hyperlinks to the Services for informational purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking website or service does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising. Additionally, notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in a website's root directory, we grant to the operators of public search engines permission to use spiders to copy Content from the Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such Content, but not caches or archives of such Content, or for any machine-learning or training data purposes. We may revoke these permissions at any time.

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## DOWNLOADS

The Services may allow you to download certain Content, applications, software, and other information or materials. We make no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with us or a third party, for example an agreement with a mobile application store.

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## MOBILE APPLICATIONS

Some of the Services may be mobile or other applications that you can download to your phone, tablet, or other device (“**Mobile App**”) via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the third-party service provider (“**App Store Provider**”). WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD-PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD-PARTY SERVICE.

You acknowledge that this Agreement and your use of the Mobile App is between you and us only, and not with any App Store Provider or its affiliates or subsidiaries. As between us and an App Store Provider, we are solely responsible for the Mobile App and its Content. If anything in this Agreement conflicts with any usage rules for the Mobile App from an App Store Provider, such terms from the App Store Provider control (only so far as those terms conflict with this Agreement, and then exclusively for your use of the Mobile App). All rights you have to use the Mobile App are for use only on appropriate products or services (which may require branding from the App Store Provider or other entities) and are non-transferable, except that the Mobile App may be accessed and used by other accounts associated with you via features like Apple’s Family Sharing (or similar features from other App Store Providers) or volume purchasing. We are solely responsible for providing any maintenance and support services for the Mobile App, as specified in this Agreement, or as required under applicable law. No App Store Provider has any obligation whatsoever to furnish any maintenance and support services for the Mobile App, nor any warranties for the same.

**WE DISCLAIM ALL WARRANTIES RELATED TO ANY MOBILE APP.** However, in the event that the Mobile App fails to conform to any applicable warranty that we cannot disclaim according to applicable law, you may have the right to notify the App Store Provider, and the App Store Provider may refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO APP STORE PROVIDER WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY IS OUR RESPONSIBILITY.

We, not the App Store Provider, are responsible for addressing any claims relating to the Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and (iv) claims that the Mobile App



infringes a third party's intellectual property rights as well as the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

By using the Mobile App, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the App Store Provider, and its subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement and your use of the Mobile App, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

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## USER CONTENT

You are responsible for any information, text, reviews, posts, images, videos or other materials or content that you post on the Services, upload to us, or transmit through the Services ("**User Content**"). You agree, represent and warrant that any User Content you post on the Services or transmit through the Services is truthful, accurate, not misleading, and offered in good faith, and that you have the right to transmit such User Content. You shall not upload, post, or otherwise make available on or through the Services any User Content protected by copyright, trademark, or other proprietary right of any third party without the express written permission of the owner of such right(s). If you are uploading a receipt, you represent and warrant that you have the right to upload the receipt and understand that receipts may contain information about your transaction. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, proprietary rights, or any other harm resulting from such User Content.

PLEASE DO NOT POST OR SEND US ANY USER CONTENT, IDEAS, SUGGESTIONS, OR OTHER USER CONTENT THAT YOU WISH TO KEEP PRIVATE OR PROPRIETARY OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION. By sending any ideas, concepts, know-how, proposals, techniques, suggestions, or other User Content to us, you agree that: (i) we are free to use such User Content for any purpose; (ii) such User Content will be deemed not to be confidential or proprietary; (iii) we may have something similar already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances unless otherwise expressly agreed in writing by us. Be aware that we have no obligation to keep User Content confidential unless explicitly stated.

*User Content License:* By submitting User Content to us directly or indirectly (including through any use of third-party social media platforms directed at us), you grant to us (or warrant that the owner of such information and material has expressly granted to us) a royalty-free, perpetual, sublicensable, irrevocable, and unrestricted right and license: (i) to use, reproduce, display, modify, adapt, publish, perform, translate, transmit, and distribute or otherwise make available to others such User Content (in whole or in part and for any purpose) worldwide; (ii) to incorporate such User Content in other works in any form, media, product, service, or technology now known or hereafter developed for any purpose, including sale, manufacture, or advertising (and to exercise all intellectual property rights associated with such products, services, or other



works); and (iii) to use your name, screen name, location, photograph, avatar, image, voice, likeness, and biographical information provided in connection with the User Content in any and all media and for advertising or promotional purposes. You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, and to tag, rate, review, comment on, use, reproduce, distribute, display, and perform such User Content as permitted through the functionality of the Services and under this Agreement. Additionally, you irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of your User Content that you may have under any applicable law or legal theory. Notwithstanding the foregoing, please note that any personally identifiable information you submit to us through our “Contact Us” forms, job application portals, or other forms that are intended to be confidential will be handled in accordance with our [Privacy Policy](#) and will not be publicly disclosed, except as described in our [Privacy Policy](#) or otherwise approved by you.

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## INTERACTIVE FEATURES AND FORUMS

We may host message boards, user-generated content, promotions, reviews, blogs, and other interactive features or services through which users can post or upload User Content or otherwise interact with the Services or something on them (each, a “**Forum**”). We do not endorse User Content posted in Forums, cannot guarantee the accuracy or authenticity of such User Content, and are acting only as a passive conduit for such User Content. User Content may include suggestions for uses of our products or services that have not been evaluated or approved by us; we do not recommend such uses. You should never use our products or services in any manner other than as described or provided by Corpay. WE RESERVE THE RIGHT TO REMOVE ANY FORUM CONTENT, OF ANY VARIETY, AT ANY TIME FOR ANY REASON.

*Forums are Public:* You acknowledge and agree that Forums are public spaces and that your participation in such Forums creates no expectation of privacy. Further, you acknowledge that any User Content you communicate in Forums may be seen and used by others. You understand that our staff, outside contributors, or other users connected with us may participate in Forums or other aspects of the Services and may employ anonymous usernames when doing so. Any user failing to comply with this Agreement may be expelled from and refused continued access to Forums in the future. However, we are not responsible for User Content that you or others choose to communicate in Forums, or for your actions or the actions of other users. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL INFORMATION OR OTHER USER CONTENT PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK.

*Our Rights:* You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (i) evaluate User Content before allowing it to be posted on a Site or any Forum; (ii) monitor User Content and Forums; (iii) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any User Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (iv) disclose any User Content, and the circumstances surrounding its transmission, to any third-party in order to operate a Site, to protect us, our Site visitors or others, to comply with legal obligations or governmental requests, to enforce this Agreement, or for any other reason or purpose we deem

appropriate. If you see User Content on our Sites that you believe violates this Agreement, please [Contact Us](#).

*Sharing Content:* The Services may also allow you to make recommendations or send Content to others, for example through an “email this” feature that will send content to the email address you provide. Only provide contact information for individuals who have told you they want to receive the Content. By providing someone’s contact information, you represent and warrant that they have confirmed to you that they want to receive the Content.

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## **INTERACTIVE CHAT AND CHATBOTS**

Some of the Services may have chat, live support, instant messaging, or similar functionality to serve you better (“Chats”). Chats may allow you to speak to a human representative, a Chatbot (as defined below), or some combination of the two. You should review our [Privacy Policy](#) to learn how we treat information that could identify you gathered via a Chat. If you are signed into an Account while using a Chat, the Chat may link the Account information with you or the Chat interaction. You may not impersonate or attempt to gain information regarding another individual via a Chat. Information provided via a Chat may be inaccurate, and Chats may not always be available or error-free. Chats may be provided by third-parties, and you may be entering into a contractual agreement with those third-parties when you use the Chat. You should refer to the applicable Chat and its hyperlinks to learn more.

Chats may use interactive, automated computer programs and similar technologies to provide customer service via the Chat (“Chatbots”). Chatbots often work by using “natural language processing” technology to understand your questions and inputs and respond to them with relevant information or follow-up inquiries. Our Chatbots typically identify that you are interacting with a computer program and not a human, sometimes by a “Powered by...” or a similar legend in the Chat or by setting up the Chat in such a way that its apparent that a Chatbot is used. Chatbots use technology to respond to your inputs without human intervention. Although Chatbots are automated, your inputs and responses may be viewed and accessed by our real people, possibly in real time. Be aware that some Chatbots may connect you to one of our human representatives. The Services may provide features that enable you to get support for certain products or services including a chat feature, a support email address, or a telephone hotline. Information collected via these support methods is subject to our [Privacy Policy](#). Be aware that communications may be monitored for quality assurance and other purposes. All information you provide to us for purposes of support is considered User Content.

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## **TEXT MESSAGE PROGRAM TERMS**

**BY PARTICIPATING IN A TEXT MESSAGE PROGRAM, YOU ARE AGREEING TO THE DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER OF THIS AGREEMENT AS WELL AS THE REST OF THE TERMS HEREIN, INCLUDING THE LIMITATION OF LIABILITY.**

We offer our customers mobile alerts regarding sales, promotional events, new product or service releases, and other alerts by SMS message (each a “**Text Message Program**”). By participating in a Text Message Program, you acknowledge your personal information is subject to our [Privacy Policy](#).

### **Signing Up and Opting Into a Text Message Program**

Enrollment in a Text Message Program requires you to provide your mobile phone number and to agree to this Agreement. You may not enroll if you are under eighteen (18) years old (or the applicable age of majority in your home state) or if you do not agree to the terms of this Agreement. We reserve the right to stop offering a Text Message Program and/or terminate your participation in a Text Message Program at any time with or without notice.

By opting into a Text Message Program, you:

- Authorize us to use auto dialer or non-auto dialed technology to send recurring text messages to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in).
- Acknowledge that you do not have to consent to receive text message advertisements as a condition of purchasing goods or services.
- Confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to opt into the Text Message Program.
- Consent to the use of an electronic record to document your opt-in.

While you consent to receive messages sent using automated technology, this Agreement shall not be interpreted to suggest or imply that we send any or all of our text messages using an automatic telephone dialing system (or other automated technology, as defined under applicable laws).

**Certain Text Message Programs may have additional eligibility requirements prior to your opting in, such as requiring that you are a Corpay cardholder or an authorized account administrator for a Corpay card account. If you are a cardholder with cardholder terms and conditions applicable to the use of your card issued by or on behalf of Corpay, this Agreement controls your use of the Text Message Program to the extent there is a conflict with your cardholder terms. For corporate or fleet account administrators or other employees, this Agreement controls your use of the Text Message Program to the extent there is a conflict with the card agreement your company has entered into with Corpay.**

**Content You May Receive**

Once you opt-in to a Text Message Program, your message frequency may vary. You may receive alerts about:

- Your Account and Account Transactions
- Marketing Information, Offers, and Promotions

- Product or Service Feature Information
- Services Solicitations
- Promotional Events and New Product or Service Releases
- On-Demand Text Message Reply Services

### **Opting Out and Seeking Assistance**

You may opt out of receiving text messages from us at any time by texting “STOP,” “END,” “UNSUBSCRIBE,” “CANCEL,” “QUIT,” or “PLEASE OPT ME OUT” to 84234 or to any of the text messages you have received from us, or by contacting customer service via the phone number on the back of your card. For a Text Message Program operated through a different number, text STOP to that number to opt out. Your opt-out request may generate either a confirmation text or a text request to clarify the Text Message Program to which it applies (if you have subscribed to more than one). To complete your opt-out, please provide the requested clarification. You acknowledge that the text message platform may not recognize and respond to unsubscribe requests that do not include the “STOP,” “END,” “UNSUBSCRIBE,” “CANCEL,” “QUIT,” or “PLEASE OPT ME OUT” keyword commands and agree that we and our service providers will have no liability for failing to honor such texts that do not contain such keyword commands. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees, other than those employees in customer service, to remove you from a Text Message Program list, is not a reasonable means of opting out. If you unsubscribe from one of our Text Message Programs, you may continue to receive text messages from us through any other programs you have joined until you separately unsubscribe from those programs. This Agreement will still apply if you withdraw the consent mentioned above or opt out of a Text Message Program.

If you need assistance at any time, or you forget what keywords are supported, just text “HELP” to 84234.

### **Cost and Frequency of Messages**

Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone’s pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data, or other charges incurred (usage, subscription, etc.) as a result of using a Text Message Program.

Text Message Programs are offered on an “as-is” basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with a Text Message Program.

### **Supported Carriers**

Supported carriers are AT&T, Sprint, T-Mobile, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central

Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina - Manti, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush, and other smaller regional carriers. A Text Message Program may not be available on all wireless carriers. We may add or remove any wireless carrier from a Text Message Program at any time without notice. We and mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

### **Restrictions on Use**

User shall not use the Text Message Program in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use the Text Message Program in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations.

### **Changing Your Phone Number**

If you change, forfeit, or deactivate the phone number you provided to us for a Text Message Program, you agree to notify us immediately of such change or to unsubscribe from the Text Message Program prior to changing, forfeiting, or deactivating the phone number. Failure to do so constitutes a material breach of this Agreement. To notify us or find out more information on our text message marketing programs, [Contact Us](#). Our [Privacy Policy](#) applies to text message marketing programs.

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### **ACCOUNTS**

In general, you are not obligated to register for an account in order to access the Services. However, certain sections and features of some of the Services are available only to users (“**Registered Users**”) who have registered for an account (“**Account**”). We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) (i) that is already being used by someone else; (ii) that may be construed as impersonating another person; (iii) that belongs to another person; (iv) that violates the intellectual property or other rights of any person; or (v) that is offensive. You may only have one active Account at any given time, and you may not allow other people to use your Account to access the Services.

If you maintain an Account, we expect you to accurately maintain and update any information about yourself that you have provided to us. You agree that you are responsible for all activities that occur under your Account, and for maintaining the confidentiality of your password and restricting access to your computer so others may not access the Services in violation of this

Agreement. In addition, you agree to sign out from your Account at the end of each session if you are using a device that is shared with other people.

You agree to notify us of any unauthorized use of your Account username, log-in ID, password, or any other breach of security that you become aware of involving or relating to the Services by [contacting us](#) as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of the Services and your Account, including without limitation, terminating your Account, changing your password, or requesting information to authorize transactions on your Account. **WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.**

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## **DESCRIPTIONS, TESTIMONIALS, OPINIONS**

Some Services may contain blogs with information about how to use a product or service or statements about a product's or service's effectiveness. Some of these statements are not written by us and do not represent our opinion. Other statements may be written by us but are not a representation or warranty about a product or service and should not be relied upon as such.

The Services may allow you to leave product or service reviews, opinions, or testimonials, all of which is User Content. If you leave a review on another website, we may (but are not required to) reach out with a separate agreement to further define our rights in the User Content.

Descriptions and graphic representations of products and services on the Services are for informational purposes only and may not completely reflect the current product or service or its packaging. We reserve the right to change product and service descriptions at any time, and we are not responsible for variations between a product or service description and the actual product or service. Technological issues, such as your device settings, may alter how a product or service appears on the Services.

**WE HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY CONTAINED IN ANY TESTIMONIAL, BLOG, DESCRIPTION, OR OPINION POSTED ON THE SERVICES TO THE MAXIMUM EXTENT ALLOWED BY LAW. CLAIMS CONTAINED IN TESTIMONIALS, BLOGS, DESCRIPTIONS, OR OPINIONS HAVE NOT BEEN SUBSTANTIATED.**

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## **THIRD-PARTY CONTENT AND LINKS**

Any information, statements, opinions, or other information provided by third-parties and made available on the Services are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement, or other third-party content on the Services.

We may provide on the Services, solely as a convenience to users, links to websites, social media pages, mobile applications, or other services operated by other entities. If you click these links,

you will leave the Services. If you decide to visit any external link, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites, services, or the information appearing thereon or any of the products or services described thereon. Links do not imply that we are legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links; or that any linked website or service is authorized to use any of our trademarks, logos, or copyright symbols.

We may maintain a presence on and link to social media websites, including Facebook, LinkedIn, Google Plus, X (formerly Twitter), Vimeo, YouTube, Vine, TikTok, Pinterest, and Instagram, and others (collectively, “**Social Media Pages**”), to provide a place for people to learn more about us and our products and services and to share experiences with our products and services. When you visit these Social Media Pages, you are no longer on the Services, but rather a website operated by a third party. All comments, visuals, and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values, or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD-PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

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## **COPYRIGHT INFRINGEMENT NOTICES**

It is our policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (“**DMCA**”). This section describes the information that should be present in these notices and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances.

If you believe that any Content on the Services infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the “Designated Agent”), identified below, with the following information:

- A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;



- The URL or other specific location on the Services that contains the alleged infringing material described in above, with reasonably sufficient information to enable us to locate the alleged infringing material;
- Your name, mailing address, telephone number and email address;
- The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

Designated Agent: sent notification to [privacy@corpay.com](mailto:privacy@corpay.com)

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
- Your name, mailing address, telephone number, and email address;
- The following statement: "I consent to the jurisdiction of [insert one of the following: (1) "the Federal District Court in which my mailing address is located", or (2) if you reside outside of the United States, "the United States District Court for the Northern District of Georgia"]";
- The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent";
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
- Your signature, in physical or electronic form.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice,

unless the Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Services.

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## **UPDATES TO THIS AGREEMENT**

We may revise or otherwise change or update this Agreement from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review this Agreement—there may have been changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of the Services. Your continued use of the Services will signify your continued agreement to this Agreement as revised. We will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Services, an email to the address we have on file, or a message in your Account.

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## **OTHER TERMS, CONDITIONS, AND POLICIES**

This Agreement applies exclusively to your access to, and use of, the Services does not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional terms, conditions, and/or policies may apply to use of specific portions of the Services and to the purchase or provision of certain services and are included as part of this Agreement, whether they reference this Agreement or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Policies for retailers, distributors, and other vendors
- Contest and sweepstake rules
- Conditional guarantees
- Rebate Rules
- Privacy policies
- Cardholder terms and conditions
- Minimum advertised price policies
- Employment agreements

Other policies and agreements are typically found by navigating the Services, typically by checking website headers and footers and by reviewing hyperlinked terms at the point of sale.

Any sweepstakes, contests, coupons, rebates, or other promotions made available through the Services may be governed by specific rules that are separate from this Agreement. By participating in any such promotion, you will become subject to those rules, which may vary from the terms set forth herein and which, in addition to describing such promotion, may have

eligibility requirements, such as certain age or geographic restrictions. It is your responsibility to read the applicable rules to determine whether your participation, registration, submission, and/or entry are valid; you agree to read and abide by the applicable rules.

We have also adopted a [Privacy Policy](#) that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to our [Privacy Policy](#).

Should we employ you, none of the materials provided on a Site constitute or should be considered part of an employment contract or an offer for employment.

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## **IMPORTANT LEGAL TERMS**

### **Termination**

The Services and this Agreement are in effect until terminated by you or us. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on the Services, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other Site credentials, to us using the information in the [Contact Us](#) section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to the Services or any of their features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Services and all copies thereof; (ii) you will immediately cease all use of and access to the Services; (iii) we may delete or disable access to any of your User Content at any time; and (iv) we may delete your Account at any time. You agree that if your use of the Services is terminated pursuant to this Agreement, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Services after termination will be a violation of this Section, which survives any termination.

Even after the termination of this Agreement, your Account, access to the Services, or any User Content you have posted or submitted may remain on the Services indefinitely.

### **Children**

The Services are not designed to appeal to minors, and we do not knowingly attempt to solicit or receive any information from children under thirteen (13) years of age. YOU MUST BE AT LEAST THIRTEEN (13) YEARS OF AGE TO ACCESS AND USE THE SERVICES. If you are under the age of majority in your home state, which is eighteen (18) years in most states, you may not establish an Account, and you should use the Services only with the supervision of a parent or guardian who agrees to be bound by this Agreement. Additionally, certain Services or sections of the Services, as well as promotions, programs, and commerce we may offer on the Services, may be explicitly limited to people over the age of majority. If you are not old enough to access the Services or certain sections or features of the Services, you should not attempt to do so.

### **Disclaimer of Warranty**

**WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE CONTENT AVAILABLE ON THE SERVICES OR ANY OTHER SITES LINKED TO OR FROM THE SERVICES. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE SERVICES IS DONE AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

### **Limitation of Liability**

**WE AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS, AND RELATED COMPANIES AS WELL AS OUR AGENTS, SUPPLIERS, SERVICE PROVIDERS, AND RETAILERS (COLLECTIVELY, THE “RELEASEES”) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR THE INABILITY TO USE THE SERVICES, CONTENT OR EXTERNAL LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR FAILURE.**

**RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF DATA OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD-PARTY.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

**REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD-PARTY IS LIMITED TO**

**THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY US FROM YOU IN THE MONTH PRECEDING THE CLAIM, OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.**

**Indemnity**

You agree to indemnify, defend, and hold us and the Releasees and all of our directors, officers, employees, agents, shareholders, successors, assigns, and contractors harmless from and against any and all claims, damages, suits, actions, liabilities, judgments, losses, costs (including without limitation reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with the Services; or (iii) User Content or other information you provide to us through the Services. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

**Consent to Communication**

When you use the Services or send communications to us through the Services, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Services. We may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting User Content, creating an Account, or otherwise providing us with your email address, postal address, or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our [Privacy Policy](#).

**Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Agreement will be enforceable.

**Assignment**

We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

**Government End Users**

Products or services provided under this Agreement are designed and intended for use by non-government entities and individuals. Use by or on behalf of a Government End User as defined under 15 C.F.R § 772.1 is strictly prohibited and requires prior written authorization from us. If authorization is granted by us, the authorized Government End User must abide by applicable

regulations, including but not limited to regulations in 48 C.F.R Chapter 1 and 41 C.F.R §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a).

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## **DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY.**

### **Agreement to Arbitrate**

You or Corpay may, without the other’s consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties arising from or in any way relating to the You and we agree that any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to this Agreement, other agreements on the Services, or the [Privacy Policy](#), or the breach, termination, enforcement, interpretation, or validity thereof, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, injunctive relief, or declaratory relief) such claims seek (a “Claim”). The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating (including paying the filing fee) and pursuing arbitration before a single neutral arbitrator: American Arbitration Association, National Arbitration Forum, or JAMS. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law.

**Can I assert or participate in a class action?** To accommodate the right to arbitrate, you agree that you will neither assert, nor participate in, a class action or other representative action or proceeding related to this Agreement or any other aspect of your relationship with Corpay. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non- representative) basis.

**Who can be a party?** The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action, or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two (2) or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

**What Claims are subject to arbitration?** All Claims relating to this Agreement, other agreements on the Services, or the [Privacy Policy](#), or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive relief, or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as

counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

**Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

**What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your Account, are subject to arbitration.

**Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the “FAA”).

**What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

**How does a party initiate arbitration?** The party filing an arbitration must choose one (1) of the following three (3) arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum (sometimes also referred to as the “FORUM”). Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three (3) arbitration firms and forms and instructions for initiating arbitration by contacting them as follows: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Website: [www.adr.org](http://www.adr.org); JAMS, 18881 Von Karman Avenue, Suite 350, Irvine, CA 92612, Website: [www.jamsadr.com](http://www.jamsadr.com); and National Arbitration Forum (sometimes also referred to as the “FORUM”), P.O. Box 50191, Minneapolis, MN 55405, Website: <https://www.adrforum.com>. At any time, you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

**What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years of experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery



available to you or us. The arbitrator will take reasonable steps to protect your Account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only with respect to the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

**Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. All fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

**When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three (3) neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

**Survival and Severability of Terms.** This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (b) the bankruptcy of any party; and (c) any transfer, sale, or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

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## **TERMS AND CONDITIONS FOR USERS IN CERTAIN UNITED STATES GEOGRAPHIC LOCATIONS**

### **New Jersey Residents**

If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are

unenforceable under New Jersey law: (i) Disclaimer of Warranty; (ii) Limitation of Liability; (iii) Indemnity; and (iv) under the Disputes, Arbitration, and Class Action Waiver section and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

### **California Residents**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” By using this Site, you agree that these California Civil Code Section 1542 protections no longer apply to you.

### **TERMS AND CONDITIONS FOR USERS IN NON-US GEOGRAPHIC LOCATIONS**

The products and services referred to on the Services may only be available in the territory to which the Services are directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON THE SERVICES, INCLUDING WITHOUT LIMITATION THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS OR SERVICES IDENTIFIED ON THE SERVICES, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE SERVICES ARE DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. If you choose to access the Services, you do so on your own initiative and at your own risk, and you are responsible for complying with all local statutes, orders, regulations, rules, and other laws. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports.

Despite the above, as a consumer you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND WE RESERVE THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE

JURISDICTION OF ANY OTHER COURT. We may limit the Services' availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion. This Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU, AND SUPERSEDE CONFLICTING TERMS IN THE AGREEMENT, IF YOU ARE A RESIDENT OF THE NAMED JURISDICTION OR TO THE EXTENT REQUIRED BY APPLICABLE LAW:**

### **Australia**

Nothing in this Agreement is intended to exclude, modify, or limit the Australian Consumer Law ("ACL"). We do not give any guarantee or warranties or make any representation of any kind, express or implied, with respect to: (i) use or operation of the Services including the currency, accuracy, suitability, or reliability of any information obtained through the Services; (ii) the condition, suitability, quality, fitness, or safety of any products or services supplied by the Company pursuant to this Agreement; or (iii) the information you receive about using the product or service or your use of that product or service or that information.

PROVISIONS OF THE COMPETITION AND CONSUMER ACT 2010 (CTH) AND AUSTRALIAN CONSUMER LAW AND OTHER STATUTES IN SOME CASES EITHER CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED; OR CAN ONLY BE RESTRICTED OR MODIFIED TO A LIMITED EXTENT. IF ANY PROVISIONS OF THOSE TYPES DO APPLY, THEN TO THE EXTENT PERMITTED BY LAW COMPANY'S LIABILITY UNDER THOSE PROVISIONS IS LIMITED AS FOLLOWS. COMPANY'S LIABILITY IS LIMITED, AT ITS OPTION – IN THE CASE OF GOODS, TO REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; OR REPAIR OF THE GOODS; OR PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND IN THE CASE OF SERVICES, TO SUPPLYING THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

If we amend the terms and conditions of this Agreement from time to time, we will notify you of any changes by any reasonable means, including by posting the revised terms (or a link to the revised terms) on our Site. By continuing to use the Services, you consent to any amendments.

To the extent that we have a right to terminate this Agreement, we will notify you of our intention and the reason for that action. You will then have fourteen (14) days to respond to the notice by rectifying the breach (where possible) and/or providing a reason why we should not take action. We will review any response provided by you and advise you of our decision, which is final. During the review period, we may take any one or more of the actions referred to in this Agreement including termination of this Agreement or a Site.

In addition, if this Agreement is terminated for any reason, upon request to delete User Content containing your personal information, we will provide you with reasonable assistance in response to your request. If you believe your account has been terminated in error, please contact us using the contact details below. The following sections will survive termination:

1. Our Intellectual Property Rights

2. Your Authorized Use of Our Services
3. Updates to the Services
4. User Content
5. Accounts
6. Descriptions, Testimonials, Opinions
7. Third-Party Content and Links
8. Other Terms, Conditions, and Policies
9. Important Legal Terms
10. Disputes, Arbitration, and Class Action Waiver
11. Terms for Users in Certain Geographic Locations

If we make improvements and/or changes in products or services described on the Sites, add new features, or terminate a Service at any time without notice (as described further above in this Agreement), we will use reasonable efforts to give advance notice of any changes whenever practicable to do so.

*Assignment:* You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent, which shall not be unreasonably withheld.

## **Canada**

L'acheteur confirme son intention expresse que cet accord, ainsi que tous les documents connexes, soient rédigés en langue anglaise uniquement, y compris tous les avis et la correspondance.

*Quebec Customers:* For Quebec customers (or customers from other Canadian provinces where applicable) we will, if required, at least thirty (30) days before the amendment comes into force, send a written notice drawn up clearly and legibly, setting out the following: (i) the new clause only, or the amended clause and the clause as it read formerly; (ii) the date of the coming into force of the amendment; and (iii) the customer's right to refuse the amendment and rescind; or, in the case of a contract involving sequential performance where the amendment entails an increase in the customer's obligations or a reduction in our obligations, the customer may cancel the contract without cost, penalty, or cancellation indemnity by sending us a notice to that effect no later than thirty (30) days after the amendment comes into force.

*Dispute Resolution:* The arbitration requirements of this Agreement will not apply to you if any such provision is unenforceable under the laws of your Canadian province of residence.

*Cancellation Rights:* Residents of certain provinces may have the right to cancel the provisions of certain purchases as required by local law. We will honor such cancellation rights.

*Privacy and Consumer Complaints:* Under relevant consumer protection laws, you are entitled to the following consumer rights notice: If you have a question or complaint regarding the Services, please send an e-mail to [privacy@corpays.com](mailto:privacy@corpays.com). You may also contact us by writing to us at Corpays, Inc.; 3280 Peachtree Road, Suite 2400; Atlanta, GA 30305, USA; Attn: Chief Privacy Officer.

## **European Union**

Children: You may not use the Services if you are under the age of sixteen (16).

Exceptions to Liability Limitations: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE EUROPEAN UNION AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (AND ANY IMPLEMENTING REGULATIONS IN EACH MEMBER STATE OF THE EU); THE AGREEMENT TO ARBITRATE IN THE AGREEMENT WILL NOT APPLY TO YOU IF NOT PERMITTED BY LAW.

### **United Kingdom**

Children: You may not use the Services if you are under the age of sixteen (16).

Exceptions to Liability Limitations: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE UNITED KINGDOM AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (OR ANY SUCCESSOR TO THESE ENACTED BY THE UK POST BREXIT). THE AGREEMENT TO ARBITRATE IN THIS AGREEMENT WILL NOT APPLY TO YOU IF NOT PERMITTED BY LAW.

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### **CONTACT US**

If you have questions about this Agreement, or if you have technical questions about the operation of the Services, please contact us at [privacy@corpay.com](mailto:privacy@corpay.com) or by writing to us at Corpay, Inc.; 3280 Peachtree Road, Suite 2400; Atlanta, GA 30305, USA; Attn: Chief Privacy Officer.