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|  | |  | | --- | | **Terms & Conditions** | | WEX Europe Services (UK) Limited  Effective Date of Terms and Conditions: 1 December 2014 Last Updated: 1 July 2022.      GENERAL TERMS OF USE IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY  Nothing in this material is intended to override the corporate separateness of local entities. Working relationships discussed in this material do not necessarily represent a reporting connection, but may reflect a functional guidance, stewardship, or service relationship. Where shareholder consideration of a local entity matter is contemplated by this material, responsibility for action remains with the local entity.  WEX Europe Services Limited has numerous affiliates, many with names that include WEX Europe Services and WEX. For convenience and simplicity in this Site, those terms and the terms corporation, company, our, we and its are sometimes used as abbreviated references to specific affiliates or affiliate groups. 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Your use of this Site or the Services will constitute your acceptance of the General Terms. Once accepted, the General Terms will constitute a binding agreement between WEX Europe Services and you governing your use of the Site or Services (the Agreement). If you are not willing to abide by the General Terms, do not use this Site or the Services.  Please refer to section 4) for details of the principal company in the United Kingdom.   **1) Changes and Special Additional Terms and Conditions** WEX Europe Services may revise the General Terms at any time without notice. You should revisit this Site periodically to make sure you are aware of the most recent General Terms because they will be binding on you. Your use of the Site or Services after such changes constitutes your agreement to such changes.  You are advised to check each page you visit on the Site. Some locations may have special additional terms and conditions that apply to use of or interaction with that location. These terms and conditions may also be changed at any time without notice. Your use of that location constitutes your acceptance of those special additional terms and conditions.  **2) Use of the Site** A. Site Security. You are prohibited from violating, or attempting to violate, the security of the Site or Services. Any such violations may result in criminal and civil liabilities to you. We will investigate any alleged violations, and, if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the Site and Services include, without limitation, the following:   * Logging into or attempting to log into a server or account that you are not authorized to access; * Accessing data or taking any action to obtain services not intended for you or your use; * Attempting to probe, scan, or test the vulnerability of any system, subsystem or network; * Tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures without proper authorization; * Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the Site or Services; * Interfering with, intercepting or expropriating any system, data or information; or * Interfering with service to any user, host, or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.    B. 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In using the Site or Services, you must not:   * Post, e-mail, or otherwise transmit or use the Site or Services in furtherance of any unlawful, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind, any material that exploits children or is invasive of another person's privacy or other rights, or any material that WEX Europe Services in its sole discretion does not wish posted or transmitted on the Site and Services; * Continue to send e-mail to a recipient who has indicated that he/she does not wish to receive a communication from you; * Engage in and/or encourage conduct that would: 1) violate any applicable law or regulation or 2) give rise to civil liability; * Engage in conduct which could damage or impair the intended operability of the Site or the Services. * Impersonate any individual or entity, falsely state or otherwise misrepresent your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header information in any e-mail or other posting; * Engage in deceptive on-line marketing; or * Assist or permit any persons in engaging in any of the activities described above.   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You further agree that WEX Europe Services has the right to use, without any payment or accounting to you or others, any concepts, know-how or ideas which you (and those who act on your behalf) transmit to or through the Site.  **9) Use of Third Party Websites and Sharing Tools** As a convenience, WEX Europe Services may provide links to websites operated by third parties. WEX Europe Services may also provide sharing tools that allow social web linking, bookmarking, rating, recommending, emailing, instant messaging, and posting to blogs.  Following the links or using the sharing tools will take you to third party websites, which WEX Europe Services does not own, control, or maintain.  If you decide to access a third party's website through a link or a sharing tool provided by this Site, you do this at your sole risk. WEX Europe Services is not responsible for any viruses or other malware or damaging elements encountered in a third party website. WEX Europe Services does not control any third party websites, and makes no warranty or representation regarding, and is not responsible for, any third party websites or the content of such websites.  Inclusion of links or sharing tools to third party sites is not an endorsement of the content of such sites.  Different terms and conditions may apply to your use of such third party sites and the sharing tools and you are advised to review such terms and conditions prior to usage.  Further, the providers of such third party sites and the sharing tools may have privacy policies and practices that are different from our Privacy Statement. You are advised to check the privacy policies and practices of such providers and contact the operator if you have any concerns or questions.  **10) User Communications Areas** The Site may contain areas where users communicate with each other, including but not limited to bulletin boards, calendars, chat areas, or personal web pages.  WEX Europe Services has the right but not the obligation to monitor or review any part of the Site or the Services including the user communication areas. However, WEX Europe Services shall have no liability related to the content of any communications made in these areas.   **11) Global Availability/Export Controls** Portions of this Site and Services may be controlled and operated by WEX Europe Services from various offices in the United States. WEX Europe Services makes no representation that the Site, Services or materials accessed or described on the Site are appropriate or available for use in other locations, and access to them from other countries where their contents are illegal or penalized is prohibited. Access to or use of the Site, Services or materials accessed on or described on the Site by persons or from countries who are sanctioned by the United States is specifically prohibited.  Those who access the Sites or Services do so on their own and are responsible for compliance with all applicable US and local laws. You may not export or re-export any Services, information or materials accessed on or described on this Site except in full compliance with all United State laws and regulations. In particular, you may not export or re-export into (or to a national or resident of) any country to which the United States embargoes or sanctions goods, services or technology, to any person or entity on the U.S. Treasury Department's List of Specially Designated Nationals, the U.S. Bureau of Export Administration Entity List, the U.S. Bureau of Export Administration Denied Persons List or the U.S. Commerce Department's Table of Denial Orders. In addition, you are responsible for complying with any local laws in your country which may impact your right to import, export or use the Site, Services, information, or materials accessed or described on the Site.  **12) Indemnity of Company** You agree to indemnify, hold harmless, and defend WEX Europe Services Limited (including subsidiaries and affiliates of WEX Europe Services Limited, hereinafter "WEX Europe Services") as well as WEX Europe Services’ officers, directors and employees, from and against any claim, demand, cause of action, debt, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to your violation, or violation by any other person using your password or account, of the terms and conditions of this Agreement.  **13) Security and Passwords** If you create a password or any other authentication information as part of our security procedures, you must treat such information as confidential. You must not disclose it to anyone else and must take appropriate steps to keep your information secure by not using an obvious password and ensuring that you keep your password confidential and change it regularly. If you know or suspect that anyone other than you knows your password or any other authentication information, you should promptly notify WEX Europe Services Limited using the contact details below. You are entirely responsible for all activities that occur through use of your password. WEX Europe Services Limited is not responsible for any losses or liabilities arising out of or in connection with any unauthorised use of this Site and Services.  **14) Applicable Law and Dispute Resolution** This Agreement shall be governed by the laws of England and Wales, you and WEX Europe Services designate the courts of England and Wales, for the exclusive resolution of that dispute and submit to the jurisdiction of that court..  **15) Special Note for Parents** Portions of this Site and Services may be of special interest to children but WEX Europe Services does not seek through this Site to gather personal information from persons under the age of 18.   **16) How to Contact Us** If you have any questions or concerns about the online policy for this Site or its implementation you may contact us at:  Attention: Customer Services  WEX Europe Services Limited  Hyphen Building, Floor 7  75 Mosley Street  Manchester, M2 3HR  If any provision of these terms shall be unlawful, void or, for any reason, unenforceable, then those provisions shall be deemed severable and shall not affect the validity and enforceability or legality of the remaining provisions. | |  | |