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| **Terms & Conditions** |
| WEX Europe Services (UK) Limited Effective Date of Terms and Conditions: 1 December 2014Last Updated: 1 July 2022.   GENERAL TERMS OF USEIMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLYNothing 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. Abbreviated references describing global or regional operational organisations and global or regional business lines are also sometimes used for convenience and simplicity. Similarly, WEX Europe Services has business relationships with thousands of customers, suppliers, governments, and others. For convenience and simplicity, words like venture, joint venture, partnership, co-venturer, and partner are used in their ordinary senses to indicate business relationships involving common activities and interests, and those words may or may not indicate precise legal relationships.WEX Europe Services Limited and its affiliated companies (WEX Europe Services or Company) provide this website and other related or linked WEX Europe Services sites (Site) and certain services, interfaces and functionality on or via this Site (the Services) to you subject to your agreement to comply with the following terms of use (the General Terms). 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. "Spam" and Similar Actions. You are prohibited from transmitting the same or similar unsolicited e-mail messages, bulk commercial advertising, or chain letters to one or more e-mail groups (which are two or more e-mail addresses aggregated as a single e-mail addressee.C. Infringement. You are prohibited from using the Site or Services to infringe on any person's copyright, trademark, patent or other intellectual property rights. We may terminate your right to access the Site and Services if we believe you are using the Site and Services in a manner that infringes the copyright, trademark, patent or other intellectual property rights of another. You may be ordered by a court to pay money damages to us and to the rightful owner of any intellectual property rights you violate.D. Other Prohibited Actions. 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.

 E. Your Content. You must exercise caution, good sense and proper judgement in using the Site and Services. You are responsible for any material you place on or transmit to or through the Site or Services. You agree, represent and warrant that any information you post to or transmit through the Site or Services is truthful, accurate, not misleading and offered in good faith, and that you have the right to post or transmit such information. Such information (including without limitation, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility.F. You agree that use of any information obtained via the Site or Services is at your own risk.G. Consequences of Unacceptable Use. We reserve the right (but not the obligation) in our sole discretion to refuse or delete any of your content as well as suspend or terminate without notice your access to the Site and Services upon a violation or attempted violation of this Agreement. Indirect or attempted violations of this Agreement, and actual or attempted violations by a third party acting on your behalf, shall be deemed violations by you of this Agreement. Furthermore, it is a violation of this Agreement to use the services of another company for the purpose of facilitating any of the activities which violate this Agreement if such use of another company's service could reasonably be expected to adversely affect the Site and Services in any manner.H. No Licensing. By your use of the Site or the Services you receive no license, express or implied, under any patent rights or trade secret rights now or hereafter, owned, controlled or possessed by WEX Europe Services.I. Linking. You may not link to this site, other than to the home page, without prior written permission from WEX Europe Services. You may download and print one copy of content on this Site for your personal non-commercial use, or in connection with your purchase of any WEX Europe Services products, provided that you leave any copyright or trademark information intact and unchanged. Other than as specifically set out in this paragraph you may not copy (whether by printing off on to paper, storing on disk, placing on another site, downloading in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way any portion of this Site.**3) Trademark and Copyright Policy**WEX Europe Services, WEX and ESSO, and certain other brands, trademarks and services marks are marks of WEX Europe Services and its affiliates or its Licensors. 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You may not copy these documents to a website.**4) Principal Company in the United Kingdom**WEX Europe Services (UK) LimitedRegistered in England & Wales, Number: 08903805Registered Office: Hyphen Building, Floor 7, 75 Mosley Street, Manchester, M2 3HR.**5) Privacy Policy**[Click here to view the WEX Europe Services Privacy Statement](https://www.wexeuropeservices.com/en-gb/privacy-statement/)**6) No Warranty**This Site and Services are provided "As Is" and without warranties of any kind, whether express or implied, to the fullest extent permissible pursuant to applicable law, WEX Europe Services disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. 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Some jurisdictions do not allow exclusion of implied warranties, so the above limitations and exclusions may not apply to you.**7) Limitation of Liability**WEX Europe Services shall not be liable to you or any other party for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the Site, the Services or the contents on this Site or the performance of the Site, Services or products described on this Site, even if WEX Europe Services has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.If you are dissatisfied with any portion of the Site or the Services or with any of these terms, your sole and exclusive remedy is to discontinue using the Site and the Services.**8) Non-Confidentiality of User Materials**You are not to transmit any material to or through this Site that you consider to be confidential or proprietary. Any material which you transmit to or through this Site will be considered non-confidential and non-proprietary. Except as expressly provided in WEX Europe Services's Privacy Policy or separate written agreement between you and WEX Europe Services, you give WEX Europe Services an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information. 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 ServicesWEX Europe Services LimitedHyphen Building, Floor 775 Mosley StreetManchester, M2 3HRIf 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. |
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