



Terms of Website Use

PLEASE READ THESE TERMS OF USE ("TERMS OF USE") CAREFULLY BEFORE ACCESSING OR USING ANY WEBSITE, MOBILE SITE OR ONLINE SERVICE WHERE THESE TERMS OF USE ARE POSTED OR REFERENCED (EACH SUCH WEBSITE, MOBILE SITE AND ONLINE SERVICE, A "CORPAY SITE"). BY CLICKING "I ACCEPT" OR BY ACCESSING OR USING A CORPAY SITE, YOU UNDERSTAND THAT YOU ARE ENTERING INTO A LEGAL AGREEMENT WITH ONE OF THE ENTITIES SET FORTH HERE OR AN AFFILIATE THEREOF TO WHICH THE APPLICABLE CORPAY SITE BELONGS (SUCH ENTITY OR SUCH AFFILIATE, AS APPLICABLE "CORPAY") AND ARE AGREEING TO BE BOUND BY THESE TERMS OF USE IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE CORPAY SITE. IF YOUR ACCESS OR USE OF THE CORPAY SITE IS ON BEHALF OF A COMPANY, ORGANIZATION OR OTHER LEGAL ENTITY (EACH, A "COMPANY"), YOU HEREBY REPRESENT THAT YOU ARE AUTHORIZED BY SUCH COMPANY TO SO BIND THE COMPANY TO THESE TERMS OF USE, IN WHICH CASE "YOU" OR "YOUR" SHALL REFER TO THE COMPANY. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS, USE OR SUBMIT ANY CONTENT TO THE CORPAY SITE.

1. Updates and Modifications to Terms. Corpay reserves the right to modify, update, or amend these Terms of Use at any time, at its sole discretion. Any changes will become effective upon posting to the Corpay Site, with the effective date reflected in the "Last Updated" line above. By continuing to use any part of the Corpay Site after a new version of these Terms of Use has been posted, you are accepting and agreeing to the new version of the Terms of Use. It is your responsibility to review the Terms of Use for updates each time you use the Corpay Site.
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4. **Account Creation.** In order to use certain features or functionality of the Corpay Site, you may be required to establish an account with us (an “Account”). You are not permitted to share, sell, distribute or otherwise transfer your Account or allow your login credentials to be used by any other individual. You are responsible for all use of your Account, regardless of whether you authorized such use, and for ensuring that all use of your Account complies with these Terms of Use. It is your responsibility to maintain the confidentiality and security of your username, password, account and PIN, as may be applicable to the Corpay Site. You agree to immediately notify Corpay of any unauthorized use of your Account. Corpay is not liable for any loss or damage from your failure to comply with this section. Corpay may suspend or terminate your Account if it has a reasonable belief it is being used in connection with fraudulent activity. Please note Corpay may, but is not obligated to, monitor your use of the Corpay Site.

5. **User Content.**
 - a. The Corpay Site may allow you to post, upload, transmit through or otherwise make your content (e.g., feedback, comments, reviews, photos or other content) available to other users of the Corpay Site (collectively, “User Content”). Corpay is not obligated to, and does not regularly review, prescreen, monitor, delete, or edit User Content. You represent that (a) any User Content you provide is complete and accurate; (b) you own or otherwise control all the rights to such User Content and have the authority to grant rights in such User Content as set forth in these Terms of Use; and (c) such User Content does not violate any provision in these Terms of Use and will not cause injury to any person or entity. Corpay shall not be liable to you for any loss caused by your failure to comply with this Section. Corpay shall have the right,

but not the obligation, in its sole discretion, to edit, move, delete or remove any User Content made available through the Corpay Site, for any reason, including a breach of these Terms of Use or violation of law. You, however, are solely responsible for any User Content provided by you and you will defend (at Corpay's option), indemnify and hold harmless Corpay, and its officers, directors, contractors, affiliates, business partners, employees and other representatives (collectively, the "Corpay Indemnitees") from and against all losses, liabilities, and costs (including reasonable attorneys' fees) resulting from any User Content you provide in, or through, the Corpay Site.

- b. You hereby grant Corpay a perpetual, royalty-free, irrevocable, worldwide, unlimited, non-exclusive license to use, reproduce, modify, publish, transmit, perform, display, sublicense, translate, distribute and create derivative works from any User Content provided by you in, or through, the Corpay Site for any purpose whatsoever, in any form, media or technology now or hereafter known or developed. No credit, approval or compensation is due to you for any such use of such Content. Please note any User Content submitted by you is and will be treated as non-confidential and non-proprietary as to you, provided that personal information we collect on the Corpay Site will be subject to our Privacy Policy.
6. **Acceptable Use Policy.** You shall neither post nor transmit, through the Corpay Site, any information or content that (a) violates or infringes upon the rights of others, including third party intellectual property rights; (b) is unlawful, threatening, abusive, defamatory, invasive of privacy rights, vulgar, obscene, profane or otherwise objectionable; (c) may contain political campaigning, chain letters, mass mailings, or any form of "spam;" or (d) is otherwise in violation of any law or regulation. The Corpay Site contains proprietary information and the rights to the Content are owned by Corpay and its licensors. You may not modify, reproduce, publish, transmit, translate, publicly display, distribute, create derivative works from or in any way exploit, any feature on the Corpay Site or the Content contained in the Corpay Site, in whole or part, without the written permission of Corpay. In addition, you shall not (i) remove from the Corpay Site, or modify, any markings, notices or proprietary rights of Corpay or its licensors; (ii) attempt to impersonate another individual or otherwise mislead as to the origin of any User Content submitted by you; (iii) make any viruses, spyware, malware, or similar items which are potentially harmful or intended to damage or monitor the use of software, hardware or other equipment or to collect

information about users of the Corpay Site (collectively, "Code") available through or in connection with the Corpay Site; (iv) cause or permit reverse engineering, disassembly or decompilation of the Corpay Site; (v) interfere with or disrupt the operation of the Corpay Site or the systems, servers or networks used to make the Corpay Site available; or (vi) attempt to gain unauthorized access to any Corpay account, systems or network through hacking, password mining or any other means not intentionally made available through the Corpay Site.

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- b. WITHOUT LIMITING THE FOREGOING, CORPAY DOES NOT WARRANT OR REPRESENT THE OPERATION OF THE CORPAY SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECT WITHIN THE CORPAY SITE WILL BE CORRECTED. FURTHERMORE, CORPAY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE OF THE CORPAY SITE OR ITS CONTENT, OR THAT THE CORPAY SITE WILL MEET YOUR REQUIREMENTS.
- c. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF ANY OF THE ABOVE-MENTIONED WARRANTIES, THE DISCLAIMERS ABOVE DO NOT APPLY TO YOU.

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- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO APPLICABLE LAWS, INCLUDING WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR NON-WAIVABLE STATUTORY RIGHTS UNDER THE LAWS OF ANY STATE, IN NO EVENT SHALL CORPAY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS OR AGENTS BE LIABLE TO YOU: (I) WITH RESPECT TO YOUR USE OF THE CORPAY SITE, THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE CORPAY SITE, OR ANY LOSSES RESULTING FROM ERRORS, OMISSIONS, INTERRUPTIONS, DATA LOSS, DEFECTS, MALICIOUS CODE, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE CORPAY SITE OR ANY OTHER SYSTEMS OF CORPAY; OR (II) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR LOST REVENUE OR PROFITS, ARISING OUT OF YOUR USE OR INABILITY TO USE THE CORPAY SITE OR ANY ERRORS OR OMISSIONS IN THE CONTENT, EVEN IF CORPAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CORPAY'S AGGREGATE LIABILITY TO YOU, DIRECT OR OTHERWISE,

EXCEED ONE HUNDRED DOLLARS (\$100), WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN TWO YEARS AFTER THE OCCURRENCE OF THE EVENT LEADING TO SUCH CLAIM.

- b. THE LAWS OF CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSIONS AND LIMITATIONS OF DAMAGES IN THIS SECTION, IN WHICH CASE CORPAY'S LIABILITY FOR DAMAGES IN CONNECTION WITH THESE TERMS OF USE IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTION.
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