

WEX Card Terms

Effective 20 September 2021

Before you apply for an Account you should read this document and the Fee Schedule carefully and ensure that any Additional Cardholder does likewise. You and any Additional Cardholder should also read the Important Security Information and the Privacy Notification, which appear at the end of this document.

1 Application of Terms

- 1.1 The Account and all Cards are offered to you on the terms set out in this document (which includes the Important Security Information and Privacy Notification at the end of this document) and the Fee Schedule. The Terms govern the use of any Card and all transactions on the Account.
- 1.2 You agree to be bound by these terms on the occurrence of any of the following:
- (a) signing an application form referring to these Terms;
 - (b) making an online application for an Account and, as part of that online application, agreeing to these Terms;
 - (c) by the first use of your Account (this may be by a transaction initiated by you or an Additional Cardholder).
- 1.3 If you do not agree to the Terms, cut any Card that we have provided to you in to two pieces and return it to us. If you do this your Account will be cancelled.

2 Use of Cards

- 2.1 We may require you to activate a Card prior to use. If we do, instructions on how to activate a Card will be provided to you with the Card.
- 2.2 You authorise us to charge to your Account any transaction using a Card.

- 2.3 Cards may only be used to purchase goods and/or services supplied by a Merchant where those goods or services will be used wholly or predominantly for business purposes.
- 2.4 A Card must not be used:
- (a) to purchase goods and/or services that will be used wholly or predominantly for personal, domestic or household purposes;
 - (b) for any unlawful purpose;
 - (c) by any person other than you or an Additional Cardholder;
 - (d) if there is a Nominated Vehicle, to purchase any goods or services that are not related to the Nominated Vehicle.
- 2.5 We may refuse a transaction using a Card:
- (a) if the Card or your Account has been closed, cancelled or suspended under clause 11;
 - (b) if the transaction would cause the Expenditure Balance to exceed the Expenditure Limit;
 - (c) to protect you or us from fraud or other loss; or
 - (d) where we have reasonable grounds to believe that:
 - (i) the Card is being used in the circumstances described in clause 2.4; or
 - (ii) the transaction will breach the law of Australia or any other country.
- 2.6 Each Card is our property and remains so at all times. Unless otherwise provided for under these Terms, you must not alter or deface a Card. You must return a Card to us immediately on any demand or request being made by us or in any other circumstances set out in these Terms.
- 2.7 Cards are not transferable.

- 2.8 Expired cards must be destroyed.

3 Additional Cardholders

- 3.1 You can ask us to issue Cards to other persons you nominate for the purpose of charging transactions to your Account. These persons will be known as Additional Cardholders.
- 3.2 When you ask us to issue Cards to an Additional Cardholder, you represent and warrant to us that the Additional Cardholder is 18 years of age or older.
- 3.3 If a Card is issued to an Additional Cardholder, all transactions authorised by the Additional Cardholder will be treated as having been authorised by you and you will be responsible for them.
- 3.4 You can cancel an Additional Cardholder's authority to charge transactions to your Account by:
- (a) giving us notice in writing; and
 - (b) doing one of the following:
 - (i) returning their Card to us;
 - (ii) satisfying us that the Card has been destroyed; or
 - (iii) satisfying us that you have taken all reasonable steps to procure the Card's destruction or return to us.
- 3.5 You remain liable for an Additional Cardholder's transactions until you notify us in writing under clause 3.4.
- 3.6 You are responsible for ensuring that Additional Cardholders comply with the Terms and that a copy of the Privacy Notification has been provided to each Additional Cardholder.

4 Expenditure Limits

- 4.1 We will notify you of the Expenditure Limit at the time you open the Account.
- 4.2 We may vary the Expenditure Limit in accordance with clause 16.
- 4.3 You must not allow the Expenditure Balance to exceed the Expenditure Limit. If it does:
- (a) we will charge you a fee as set out in the Fee Schedule; and
 - (b) you must immediately pay us the amount by which the Expenditure Balance exceeds the Expenditure Limit.
- 4.4 You can ask us to increase your Expenditure Limit (either permanently or temporarily). If we agree to your request, we will charge you a fee as set out in the Fee Schedule.
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- 5 Fees and charges**
- 5.1 You must pay us the Fees in the amounts and at the times set out in the Fees Schedule or as otherwise specified in these Terms.
- 5.2 All Fees payable by you under these Terms will be charged to your Account and will appear on your statement of account.
- 5.3 You are responsible for all government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in connection with your Account, any amount payable under the Terms, any transaction entered into in relation to a Card or the supply of anything under the Terms or in connection with your Account. These amounts will be charged to your Account and appear on your statement of account.
- 5.4 We may introduce new Fees or change existing Fees in the circumstances set out in clauses 16 and 17.
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- 6 Invoicing and payment of amounts charged to your Account**
- 6.1 We will send you statements of account at the frequency selected by you in your application or as otherwise notified by us to you. Each statement of account will state a payment due date which will be a specified number of days after the date of that statement as specified in the application or otherwise notified by us to you.
- 6.2 The statement will show the total amount owing being:
- (a) amounts charged to your Account during the period covered by that statement (including transactions using a Card and Fees incurred during the statement period); and
 - (b) any unpaid amount from previous statements; less
 - (c) any refunds or other credits to your Account during the period covered by the statement.
- 6.3 You must pay the total amount owing shown on your account statement in full no later than the due date set out in the statement of account provided that any overdue amount set out in your statement must be paid immediately.
- 6.4 The total amount owing must be paid even if you have disputed transactions or amounts shown in the statement of account. To dispute a transaction or amount shown in the statement of account see clause 7.
- 6.5 You can pay us using the methods set out in your statement of account.
- 6.6 If you do not pay the total amount owing shown on your statement in full by the due date shown within your statement, we will charge the late payment fee (set out in the Fee Schedule) to your Account.
- 6.7 You should only pay us the total amount owing shown on your statement. If you do pay us more we will apply it towards amounts that are charged to your Account after the date of payment or to any amounts you owe us. If no further amounts are charged to your accounts with us before your accounts are closed, we will return this amount to you.
- 6.8 Payments will not be treated as being received until their value is credited to your Account. All payments and part payments received will be first applied against any overdue amounts and then to any current balances on your Account.
- 6.9 You must make all payments in full without deduction for set-off or counterclaim (including any claim relating to a disputed transaction).
- 6.10 We can set-off any amounts we owe you against amounts you owe us.
- 6.11 All payments must be made in Australian currency.
- 6.12 If you pay us in a currency other than Australian dollars we can convert the amount you pay into Australian dollars at the rate and cost determined by us acting reasonably. After conversion, if the funds are less than the amount you owe us, you agree to pay us the difference. You also agree to pay us any costs or losses we incur in converting the payment into Australian dollars.
- 6.13 If a payment in connection with the Terms is unenforceable then we are immediately entitled to the rights we had to the money owing by you immediately before the payment.
- 6.14 If you make a payment to us which we treat as an Other Payment (as defined in clause 28 below), we hold the amount of that Other Payment on bare trust for you on the terms of this clause 6.14. We have no obligations as trustee other than to deal with the Other Payment in accordance with this clause 6.14. We can, if so indicated in any statement of account or otherwise in our discretion, apply by way of set off at any time that Other Payment or any part of it in or towards satisfaction of any amounts you owe us. We have no obligation to pay or otherwise apply the amount of that Other Payment to you or for your benefit, and no debt is due and payable by us to you in respect of that amount, other than:

- (a) where your Account is cancelled or closed in accordance with these Terms and we apply by way of set-off that Other Payment or any part of it in or towards satisfaction of any amounts you owe us; or
- (b) where your Account is cancelled or closed in accordance with these Terms and you owe no obligations to us.

7 Disputed transactions

- 7.1 It is your responsibility to check your account statement carefully as soon as you receive it and immediately notify us of any errors or unauthorised transactions. We are not required to accept a claim if it is made more than sixty days after the statement date.
- 7.2 You must provide all information that we reasonably request to allow us to consider your claim. This may include statutory declarations and copies of any dockets or receipts.
- 7.3 We will investigate your claim and advise you in writing of the outcome of our investigation. If we decide that your Account has been incorrectly charged, we will adjust your Account.

8 Lost or stolen Cards

You must immediately notify us by phone or in writing if a Card is lost or stolen or if you have not received a Card we have sent you. If you notify us by phone you must give us notice in writing of the time, date and person you spoke to.

- 8.1 If a Card is lost or stolen, you may request a replacement Card. We may refuse to provide you with a replacement Card if we consider that you or an Additional Cardholder has failed to exercise reasonable care.

9 Your liability for the transactions on the Account

- 9.1 Except in the circumstances set out in clause 9.3 you are liable for all transactions charged to the

Account (regardless of whether the transaction is made by you or an Additional Cardholder).

- 9.2 Your liability under clause 9.1 includes where an amount is charged to the Account in connection with a Card that:
 - (a) is used in the circumstances described in clause 2.4 or in any other way that is not permitted under the Terms;
 - (b) is used by an Additional Cardholder where you have withdrawn the Additional Cardholder's authorisation but we have not received notice of that withdrawal in writing from you under clause 3.4;
 - (c) is lost or stolen and the transaction occurs before you have given us notice or you do not give us notice that the Card is lost or stolen;
 - (d) is suspended or cancelled and the amount is charged to the Account before the Card is suspended or cancelled or after the Card is cancelled if that Card is not destroyed or returned to us;
 - (e) you or the Additional Cardholder have not signed (where the Card includes a signature panel), or the Card does not include a name and or signature panel and the transaction arises through the fraudulent or unauthorised use of the Card;
 - (f) you, or an Additional Cardholder, fail to ensure that transaction details are correct.

9.3 You are not liable for transactions charged to the Account as a consequence of our fraud, gross negligence or wilful misconduct.

9.4 You must provide us with any evidence we ask for that is reasonably necessary to support any claim for limited liability within 10 Business Days of us asking for it under this clause 9 .

10 Default

10.1 You are in default if:

- (a) a payment required to be made under these Terms is not made on time;
- (b) you or a guarantor is insolvent, goes into bankruptcy, voluntary administration, other insolvency process or arrangement, or no longer has legal capacity;
- (c) any of the following circumstances occur and have a Material Impact:
 - (i) enforcement proceedings are taken against you or a guarantor or your or their assets by another creditor;
 - (ii) you cease, suspend or threaten to cease or suspend a substantial part of your business;
 - (iii) we believe on reasonable grounds that you, an Additional Cardholder or a guarantor has not complied with the law or any requirement of a statutory authority;
 - (iv) you, an Additional Cardholder or a guarantor give us information or make a representation or warranty to us which is materially incorrect or misleading (including by omission);
 - (v) you or an Additional Cardholder use a Card in breach of clause 2.4;
 - (vi) you, an Additional Cardholder or a guarantor do not provide us with information we reasonably require (for example information required to meet our obligations under applicable laws).

10.2 If you are in default we will send you a default notice specifying the default, and if it can be

<p>remedied, how it may be remedied and how long you have to remedy it.</p> <p>10.3 If you do not remedy the default within the time specified in the default notice or if it is not capable of remedy then immediately on receipt of the notice:</p>	<p>(b) you must return to us that Card (cut in half) or satisfy us that the Card has been destroyed;</p> <p>(c) you will remain liable for amounts charged to your Account in connection with the Card in accordance with clause 9.</p>	<p>12.1 You agree to indemnify us, our directors, officers and agents (“indemnified parties”) against any losses, liability, damages, costs or expenses:</p> <p>(a) incurred by any indemnified party arising out of, or in connection with, a breach by you of the Terms; or</p> <p>(b) arising from any unauthorised transaction or fraud, except to the extent arising from the fraud, negligence or wilful misconduct of us, our employees, officers, agents or contractors.</p>
<p>(a) all amounts that have been charged to your Account and all other amounts which are due for payment or will become due for payment (including amounts which have been accrued or charged but not yet charged to your Account) will become immediately due and payable; and</p> <p>(b) we may close your Account, cancel all Cards and exercise our rights under the Terms and at law.</p>	<p>11.5 If your Account is closed:</p> <p>(a) all amounts owing by you under these Terms become immediately due and payable (including amounts that have been accrued or charged but not yet debited to your Account);</p> <p>(b) you must cease using all Cards immediately, and must take reasonable steps to ensure that any Additional Cardholders immediately cease using all Cards;</p> <p>(c) you must return to us all Cards (cut in half) or satisfy us that all Cards have been destroyed.</p>	<p>12.2 In this clause, “you” includes a person who we reasonably believe to be you, or an Additional Cardholder.</p> <p>12.3 This indemnity is a continuing obligation independent of your other obligations under the Terms. It continues after these Terms end. It is not necessary for us to incur expense or make payment before enforcing the indemnity.</p>
<p>10.4 You must pay us all reasonable enforcement expenses we or our agents incur in exercising our rights because of your default, and we may charge those expenses to your Account.</p>	<p>11.6 We may at any time without notice:</p> <p>(a) suspend either or both of your Account and your, or an Additional Cardholder’s, right to use a Card; or</p> <p>(b) cancel a Card,</p> <p style="padding-left: 40px;">to protect you or us from fraud or other loss, if we consider it necessary to meet our obligations under applicable law, where we have reasonable grounds to believe that your use of our services breaches the laws of Australia or any other country or if you are in default under clause 10.1. We will advise you as soon as practicable if we do so. Until any suspension is lifted, you and some or all of your Additional Cardholders (as appropriate) may not use the suspended Account or Card. The suspension of your Account or Card does not otherwise affect or limit your obligations under these Terms.</p>	<p>13 Our liability to you</p> <p>13.1 We are not liable to you or any Additional Cardholder for any liability, damages or loss arising from, or any costs or expenses relating to any of the following (except to the extent resulting from or caused by our fraud, gross negligence or wilful misconduct):</p> <p>(a) the suspension or cancellation of a Card;</p> <p>(b) the suspension or closure of your Account;</p> <p>(c) any refusal by us to accept a transaction using a Card;</p> <p>(d) any refusal by a Merchant to accept a Card;</p> <p>(e) any goods or services acquired in connection with the use of a Card;</p> <p>(f) any act or omission of us, our officers, agents or employees;</p> <p>(g) any unauthorised transaction or any fraud or dishonesty of anyone other than us;</p>
<p>11 Closure of your Account and cancellation of a Card</p>		
<p>11.1 You may close your Account by giving us 10 Business Days’ notice in writing.</p>		
<p>11.2 We may close your Account:</p> <p>(a) by giving you 10 Business Days’ notice in writing; or</p> <p>(b) effective immediately in the circumstances set out in clauses 10.3(b), 14.3 and 15.2.</p>		
<p>11.3 If we close your Account, we will also cancel all Cards.</p>		
<p>11.4 If a Card is cancelled:</p> <p>(a) you must cease using that Card immediately, or take reasonable steps to ensure that the Additional Cardholder who holds that Card immediately ceases using it;</p>		
	<p>12 You indemnify us</p>	

- (h) any error or omission in a statement of account that you do not bring to our attention within 60 days following receipt of the statement of account;
 - (i) any exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy under the Terms;
 - (j) any loss sustained by you as a result of us taking action under the Terms or your failure to meet your obligations;
 - (k) any failure by you or an Additional Cardholder to comply with these Terms;
 - (l) any loss of an indirect, special or consequential kind; or
 - (m) any other event or circumstance that we cannot reasonably control.
- 13.2 We do not exclude or limit the application of any legislation where to do so would contravene the legislation or cause any part of these Terms to be void. Liability for a breach of any provision implied by law that cannot be excluded is limited to replacement of goods (in the case of goods) or resupply of services (in the case of services).

14 **Bond**

- 14.1 We may ask you to pay an amount as a bond for your Account. We may apply the bond towards any amount that you owe us under these Terms.
- 14.2 We may change the amount we require from you as a bond from time to time in accordance with clause 16.
- 14.3 If you do not provide a bond (or any additional amount of bond we call for) within five Business Days of us asking for it, we may close your Account or cancel your Card in accordance with clause 11.
- 14.4 We will keep your bond while your Account remains open (unless we decide to return part or all of it earlier). We will not pay you any interest on

the bond, and we do not hold the bond on trust for you.

- 14.5 Once your Account is closed, we will return the bond to you once we are satisfied that:
 - (a) you have requested the return of the same amount as the bond you paid to us;
 - (b) you do not owe us any amount under these Terms; and
 - (c) you have either destroyed all Cards or returned them to us.

15 **Guarantee**

- 15.1 We may ask you to arrange for a third party to guarantee your obligations under these Terms.
- 15.2 If you do not provide us with the guarantee we ask for, we may close your Account or cancel your Card in accordance with clause 11.

16 **Changes to these Terms**

- 16.1 Subject to clause 16.3 and to clause 17, we may vary these Terms at any time by giving you not less than 30 days' notice unless a shorter period is required to comply with laws.
- 16.2 In varying this agreement under clause 16.1, we can only make the following changes:
 - (a) introduce a new Fee (except where clause 17 applies) or change the amount or method of calculation of any Fee;
 - (b) changes which we reasonably consider will benefit you, are neutral to you, or are not materially adverse to you;
 - (c) changes that are administrative or minor, or correct a mistake or omission;
 - (d) reasonable changes that reflect changes to our business, services, products or technological systems, but are not materially adverse to you.

16.3 We may vary these Terms at any time without notice and with immediate effect where we need to make any of the following changes:

- (a) change the Expenditure Limit or the amount of any bond or guarantee where:
 - (i) it is necessary to protect you or us from fraud; or
 - (ii) to manage our financial and or credit risk;
- (b) change the frequency with which we send you statements of account or the number of days after the date of the statement of account that payment is due (the due date) where we determine it is reasonably necessary having regard to the risk associated with your Account;
- (c) changes required to be made to your Account, your invoicing frequency, payment terms or these Terms in order to manage or protect our risk including, without limitation, our financial, credit or reputational risks;
- (d) changes required to be made to comply with any law or guidance or requirements of a regulator or our insurer(s).

16.4 Where we vary the Terms under clause 16.3 we will provide you with notice of the change as soon as reasonably practicable.

16.5 Notice required under this clause 16 will be given in accordance with clause 19.

17 **Additional Services and Products**

- 17.1 We may offer you additional services and products from time to time (**Additional Services**).
- 17.2 If Additional Services are subject to additional terms and conditions or Fees (**Additional Service Terms**), we will publish them on our website at <https://www.wexinc.com/en-au/terms-and-conditions/> and <https://www.wexinc.com/en-au/fee-schedules/>.

17.3	If this document is in force at the time an Additional Service is introduced, we will also provide you with written notice of the Additional Service Terms.	(a)	by mail addressed to Client Services Manager, GPO Box 5342 Melbourne VIC 3001; or	not affect your rights or obligations under these the Terms.
17.4	Subject to clause 17.6, Additional Service Terms become legally effective and binding and are incorporated into these Terms upon publication under clause 17.2 or notification to you under clause 17.3 (if applicable), whichever occurs first (the Effective Date).	(b)	by email to the address notified by us to you.	20.3 You consent to us disclosing any information or documents relating to you we consider necessary to assign our rights and obligations, manage the assigned Terms and assess your total liabilities to us.
17.5	If there are additional Fees associated with any Additional Services, these will be deemed to have been added to the Fee Schedule on the Effective Date.	19.3	A notice or statement will be deemed to have been received:	<hr/> 21 Exercise of our rights If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later.
17.6	If You or any Additional Cardholder accesses or uses any Additional Service, you will be deemed to have accepted the relevant Additional Service Terms.	(a)	in the case of delivery by post, three Business Days after the date of posting;	<hr/> 22 Effect of legislation Any present or future legislation which varies our obligations in the Terms so as to adversely affect our rights, powers or remedies is excluded, except to the extent that its exclusion is prohibited by law.
18	Changes in your information You must immediately notify us in writing of a change in your name or address. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.	(b)	in the case of delivery by hand, when delivered; and	<hr/> 23 Void or unenforceable terms 23.1 If a court or any other tribunal or authority finds any of the Terms to be void or unenforceable, the remaining Terms continue to apply. 23.2 This clause has no effect if it would alter the basic nature of these the Terms or is contrary to public policy.
19	Service of notices	(c)	in the case of delivery by email, when sent to the computer system or the email account (without receiving an unsuccessful send report from the sender's email server) during business hours.	<hr/> 24 Applicable law 24.1 The Terms are governed by the laws in force in Victoria. You and we submit to the exclusive jurisdiction of the courts of Victoria.
19.1	When we send you a notice or statement, we may do so by any of the following:	19.4	Any notice received, or taken to be received, on a day that is not a Business Day or after 4pm (AEST) on a Business Day is taken to be received at 9am (AEST) on the following Business Day. Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law. For the purpose of providing notice, our contact details are (unless we notify you otherwise):	<hr/> 25 Force Majeure 25.1 If a party is prevented from carrying out its obligations under the Terms as a result of a Force Majeure Event, it will promptly notify the other party. While the Force Majeure Event continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.
(a)	by mail addressed to you at your last known address;	(a)	Client Services Manager, GPO Box 5342 Melbourne VIC 3001	
(b)	by email to the address notified by you to us; or	(b)	Phone: 1300 366 109	
(c)	by posting the information for retrieval on our website after notifying you by email that it is available.	19.5	For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 18) the details provided in your application for the Account.	
19.2	When you send us a notice, you may do so by any of the following:	<hr/> 20 Assignment of rights		
		20.1	You cannot assign your rights or obligations under the Terms.	
		20.2	We may assign, transfer or otherwise deal with our rights and obligations under the Terms. This will	

- 25.2 The party prevented from carrying out its obligations as a result of the Force Majeure Event must take all action reasonably practicable to resume performance and mitigate any loss associated.
- 25.3 If a party is prevented from carrying out its obligations due to a Force Majeure Event for a period of three months or more, we can close your Account with 30 days' prior written notice.

26 Provision of information

- 26.1 You agree to provide any information or documents we may reasonably request about you or an Additional Cardholder to enable us to meet our regulatory requirements including any regulatory and compliance obligations under certain international laws, rules and obligations ("**Our Obligations**").
- 26.2 To meet Our Obligations, we may need to:
- (a) disclose your personal information to third parties to understand the risks associated with providing an Account to you;
 - (b) delay, block or refuse transactions where we have reasonable grounds to believe that the transaction(s) breaches Australian law or the law of any country;
 - (c) from time to time, require additional information from you (including, without limitation, identification for any relevant individuals, including, if applicable, individuals of a partnership) to assist us in meeting Our Obligations and you agree to provide us this additional information, and you agree that you must not initiate, engage in or effect a transaction that may be in breach of Australian law or the law of any other country.

Any personal information provided to us under this clause 26.2 will be handled in accordance with our Privacy Policy available at <https://www.wexinc.com/en-au/privacy/>.

27 Electronic communication and e-signatures

- 27.1 You agree that, to the extent you provide us with any documentation or other communication by electronic transmission we are entitled to rely upon and accept that documentation or communication as an original document or communication to the extent necessary.
- 27.2 You acknowledge and agree that your application (including your agreement to these Terms) and any other documentation required to be signed by you in relation to the use of your Card or Account or under these Terms, may be executed by electronic signature, which is considered as an original signature for all purposes and has the same force and effect as an original 'wet-ink' signature. You agree that an 'electronic signature' includes, without limitation, faxed or electronically scanned and transmitted versions of an original signature or the use of an e-signature software that uses a digital identifier.

28 Definitions

Account means the account we set up in your name to record transactions using any Card and any Fees payable by you under the Terms.

Additional Cardholder means a person, of 18 years of age or more, nominated by you to be issued with a Card.

Additional Services has the meaning given in clause 17.1.

Additional Service Terms has the meaning given in clause 17.2.

Business Day means a weekday including local public holidays but excluding holidays observed on a national basis.

Card means any card (including any plastic or 'virtual' card) issued by us to you or an Additional

Cardholder that allows you or an Additional Cardholder to charge transactions to your Account.

Effective Date has the meaning given in clause 17.4.

Expenditure Balance means, at any time, the total of all amounts that have been charged to your Account but which have not been paid.

Expenditure Limit means the amount notified by us to you from time to time in accordance with clause 4.

Fee Schedule means the schedule of Fees which is available at <https://www.wexinc.com/en-au/fee-schedules/>.

Fees means any fees or charges that are payable by you under the Terms.

Force Majeure Event means any event beyond the reasonable control of the party effected by it including an act of God, earthquake, cyclone, fire, explosion, flood, drought or other natural disaster, war (declared or undeclared), invasion, act of a foreign enemy, acts of terrorism, nuclear disaster, pandemic, epidemic, a labour dispute other than a labour dispute that only involves the party's personnel, confiscation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority, but excluding changes in law.

Material Impact means a material impact on:

- (a) your ability to meet your obligations under this Agreement;
- (b) our credit or security risk (or our ability to assess these);
- (c) our legal risk.

Merchant means a person authorised by us or our agent to accept a Card as the means of payment in relation to the supply of goods and/or services by that person.

Nominated Vehicle means the vehicle (if any) specified on the Card.

Other Payment means a payment to us which we do not treat as a payment of a balance on the Account or other amount due and payable to us, which payment also includes the amount remaining at any time after any set-off by us.

Terms means the terms set out in this document (which includes the Important Security Information and Privacy Notification at the end of this document), any applicable Additional Service Terms and the Fee Schedule.

We and **us** means WEX Fuel Cards Australia Limited ACN 008 962 132 and its successors and assigns.

You means the holder of the Account and in relation to the Important Security Information and Privacy Notification also includes the Additional Cardholder.

IMPORTANT SECURITY INFORMATION

Below are a series of important security tips you should follow when using your Card.

You are solely liable for any Cards we have issued on your Account, and for their use. This is so even if a charge is incurred by an Additional Cardholder, and, in certain circumstances, where a charge is incurred after a Card was lost or stolen.

You are responsible for keeping all Cards, including any Personal Identification Number (PIN), safe and for ensuring they are only used in accordance with these Terms and only for authorised transactions

If we print a name on a Card, it must be used by that person (the cardholder). You may not transfer the Card to a person other than the cardholder.

We may require a sample of the cardholder's signature before we provide a Card to that person.

Where the Card does not include a name and or signature panel, **you will be liable for all charges incurred by fraudulent or unauthorised use of the Card** except where you have notified us that the Card has been lost or stolen.

Where the Card includes a signature panel, the cardholder must immediately sign the Card in the marked space when they receive it, before they use it. **If the cardholder does not sign the Card, you will be liable for all charges incurred by fraudulent or unauthorised use of the Card.**

You must destroy invalid cards. If your Card (the **invalid card**) permanently ceases to be valid (for instance, if the expiry month has passed or it is materially damaged), or if you receive a Card which replaces the invalid card, you must destroy the invalid card.

PRIVACY NOTIFICATION

By applying for and using a Card you are providing personal information to enable us to assess your application for a Card. Without this information, we may not be able to process your application.

By submitting the Application, or using the Card, you agree that, subject to the *Privacy Act 1988* (Cth), for the primary purpose of assessing your application and administering the Card arrangements, we may:

- (a) give to a credit reporting agency personal information about you contained in the Application or otherwise lawfully acquired by us and which is permitted to be kept on a credit information file;
- (b) obtain a credit report containing information about you from a credit reporting agency for the purpose of assessing your application or for the purpose of collecting overdue payments relating to your Account;
- (c) give your personal and/or financial information to a credit reporting agency for the purpose of conducting periodic reviews of your credit and financial arrangements after we have provided you with an Account. We will conduct these reviews periodically for as long as your Account remains active;
- (d) exchange information about you with any credit providers named in your commercial credit report issued by a credit reporting agency:
 - (i) to assess an application by you;
 - (ii) to notify other credit providers of a default on your Account by you;
 - (iii) to exchange information with credit providers as to the status of your Account including where you are in default; or
- (e) produce the Application or a reproduction of it as evidence of this Application for a Card and agreement to the Terms;
- (f) use your personal information for additional purposes including planning, product development, partner offers, promotions and customer research;
- (g) provide you with, or arrange for one of our partners to provide you with, marketing information including special offers for Cardholders (if you do not wish to receive any marketing offers, please call us on 03 9274 9100);
- (h) exchange information about you with your nominated referees or any person who has introduced you to us;
- (i) in the case of a Card that is co-branded or fully branded with a WEX partner, disclose and exchange any information about you (including but not limited to your personal information and any consents obtained) and once approved, information about your Account and use of the Card to that partner and to enable that partner to provide you with marketing including offers, promotions and customer research;
- (j) disclose and exchange your information (including your personal information) to any of our related entities, alliance partners, referral partners and service providers (whether based in Australia or otherwise), and once approved, disclose and exchange information about your use of the Card or
- (iv) to assess your financial worthiness, and you understand that the information exchanged can include anything about your financial worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988* (Cth);

Account to any of those parties for the purposes of providing your Card or Account and any other services under these terms and conditions;

- (k) disclose and exchange to any of our related entities, alliance partners, referral partners and service providers (whether based in Australia or otherwise) including (without limitation) bankers, electronic interface switch providers, roadside assist service providers, printers, insurance companies, mail houses, solicitors, auditors, professional advisers and debt recovery agents with whom we have a contract such of the personal information as is necessary by us to enable us to provide and manage your Account or to promote or improve our or their products and services; or
- (l) disclose your personal information to organisations located overseas. These organisations may be located in the United States, Singapore, India, New Zealand and Europe.

We acknowledge that you can, without charge, request a copy of your personal information about you held by us by writing to us at WEX Australia Pty Ltd GPO Box 5342 Melbourne VIC 3001. You can obtain more information about how we collect, store, use and disclose personal information by accessing our Privacy Policy on our website at <https://www.wexinc.com/en-au/privacy/>