

WEX ONLINE CLICK-THROUGH TERMS AND CONDITIONS

1. General

WEX Inc., the parent company of Contractor {"WEX"} provides this web site subject to the following terms of use ("Terms"). WEX owns and operates this site. Any Purchasing Entity's continued use of this website constitutes its acceptance of these Terms.

2. Purpose of the Website

The goal of the web site is to provide Any Purchasing Entity with access to information about WEX products and services, and certain functionality with respect to the Business Charge Accounts under or any Purchasing Entity's program. Continued use of the site constitutes the Purchasing Entity's acceptance of these terms and conditions.

3. Trademarks, Service Marks and Copyrighted Materials

WEX controls and operates the website. All content on the website, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by WEX, its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to users of this site using this site. Purchasing Entity agrees to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

Purchasing Entity's may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on the website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. Purchasing Entity may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without WEX's express prior written consent.

Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. Purchasing Entity recognizes that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

4. Use of the Site

Purchasing Entity is are accessing this site using the Internet and Purchasing Entity's Internet service provider. Security cannot be guaranteed. WEX hereby disclaims all liability for any security breaches of online communications or for any electronic, computer or other system failures. WEX shall not be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any security breaches or system failures or any other defect of the electronic online communication procedures, including, without limitation, loss due to data modification or destruction.

Purchasing Entity agrees not to use this site for any purpose except (a) access to descriptions of WEX products and services and (b) to the extent agreed with WEX, certain specified functionality with respect to the Business Charge Accounts under Purchasing Entity's program. In using this site Purchasing Entity' agrees not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. Purchasing Entity' also agrees not to use, attempt to use, or access other accounts,

or create or use a false identity on the site.

For the avoidance of doubt, the indemnification provisions set forth above are in addition to those set forth in (i) for Fleet Customers, their Business Charge Account agreement(s) and/or terms and conditions and (ii) for Partners, their Program Agreement(s).

WEX reserves the right to terminate or suspend access to wexinc.com, in whole or in part, at any time, without notice.

This site and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. WEX, its subsidiaries and affiliates, make no warranty that use of the site or the materials will be uninterrupted, timely, secure, or error free or that defects, if any will be corrected and WEX assumes no responsibility for any damages that may be suffered by any Purchasing Entity, including, but not limited to, losses from delays, nondelivery of content or any communications, errors, system down time, network or system outages, file corruption or service interruptions.

5. Governing Law

WEX Inc. operates this website (excluding linked sites) from our offices within the state of Maine. The website can be accessed from all 50 states, as well as from other countries around the world. These Terms and Purchasing Entity's use of the web site shall be governed by the laws of the State of Washington, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. WEX makes no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where the content is illegal is prohibited. Customers who choose to access this web site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which the user resides.

6. Questions

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., P.O. Box 639, Portland, ME 04104.