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## **WEBSITE TERMS OF USE**

PLEASE READ THESE WEBSITE TERMS OF USE (“TERMS OF USE”) CAREFULLY BEFORE USING THIS SITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, CONTAINS CLASS ACTION WAIVERS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.**

FleetCor Technologies, Inc. and its U.S. subsidiaries and affiliates (“FleetCor” or “we,” “our”) require that all visitors to our website(s), mobile application(s) or other digital properties and services (each, a “Site”) adhere to the following terms of use. By accessing a Site, you indicate your acknowledgment and agreement, and if acting as an agent or employee of any company, your company’s acknowledgement and agreement, to these terms of use. If you do not want to agree to these terms of use, you must not access or use this Site. By accessing or using this Site, you represent and warrant that you are of legal age to form a binding contract with FleetCor.

### **1. CHANGES TO TERMS OF USE**

FleetCor reserves the right to revise these Terms of Use at any time, and any revisions or modifications will be effective immediately when posted to this Site. Users are deemed to be apprised of and bound by any changes to these Terms of Use. FleetCor will indicate that changes to these Terms of Use have been made by updating the date indicated after the ‘Last Modified’ section above. Your continued use of the Sites after that date constitutes your agreement to the revised and modified Terms of Use. However, any changes to the dispute resolution provisions set forth in Section 3 (Governing Law and Jurisdiction) below will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Site.

### **2. LAWS AND REGULATIONS**

You agree to comply with all international, federal, state and local laws and regulations applicable to your access and use of the Site.

### **3. GOVERNING LAW AND JURISDICTION**

Users of this Site agree to submit to the laws of the State of Louisiana, USA and applicable federal law without regard to conflicts of laws principles.

### **4. ARBITRATION AND CLASS ACTION WAIVER**

Please read this Arbitration Agreement (as defined below) carefully. It is part of your contract with FleetCor and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

**Scope of Arbitration Agreement (“Arbitration Agreement”).** You acknowledge and agree that any dispute or claim relating in any way to your access or use of the Site or to any other aspect

of your relationship with FleetCor related to these Terms of Use will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or FleetCor may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose before this or any prior agreement. **NOW OR IN THE FUTURE, THERE MAY BE LAWSUITS AGAINST FLEETCOR ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS. SUCH CLAIMS, IF SUCCESSFUL, COULD RESULT IN SOME MONETARY RECOVERY TO YOU. THE EXISTENCE OF SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUITS DOES NOT MEAN THAT SUCH LAWSUITS WILL ULTIMATELY SUCCEED. BUT IF YOU AGREE TO ARBITRATION WITH FLEETCOR, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVERY MONETARY OR OTHER RELIEF UNDER SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUITS. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST FLEETCOR IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.**

**Arbitration Rules and Forum.** This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, you must follow the rules and procedures for initiating and pursuing an arbitration of American Arbitration Association, which are available at [www.adr.org](http://www.adr.org) or by calling AAA at 1-800-778-7879. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. At any time, you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims. Payment of all filing, administration, and arbitration fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, FleetCor will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum.

**Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and FleetCor. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms of Use. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding on you and FleetCor.

**Waiver of Jury Trial.** YOU AND FLEETCOR EACH KNOWINGLY AND VOLUNTARILY WAIVE

ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and FleetCor are instead electing to have claims and disputes resolved by arbitration. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is limited. In any litigation between you and FleetCor over whether to vacate or enforce an arbitration award, you and FleetCor waive all rights to a jury trial, and elect instead to have a judge resolve the dispute.

**Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor FleetCor is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in Section 3 (Governing Law and Jurisdiction) above.

## **5. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless FleetCor, its licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site. FleetCor reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide FleetCor with such cooperation as is reasonably requested by FleetCor.

## **6. NO WARRANTIES**

All content, products, and services on the Sites, or obtained from a Linked Site, are provided to you "as is" and "as available" without warranty of any kind either express or implied. **WE EXPRESSLY DISCLAIM ALL WARRANTIES, TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS AND SATISFACTORY QUALITY.**

FleetCor does not endorse and is not responsible for: (a) the accuracy or reliability of any opinion, advice, or statement made through the Site by anyone; (b) any content provided on Linked Sites; or (c) the capabilities or reliability of any product or service obtained from a Linked Site.

Other than as required under applicable law, under no circumstance will FleetCor be liable for any loss or damage caused by a user's reliance on information obtained through a Site or a Linked Site, or a user's reliance on any product or service obtained from a Linked Site. It is the responsibility of the user to evaluate the accuracy, completeness or usefulness of any opinion, advice, or other content available through the Site or obtained from a Linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content.

## **7. LIMITATION OF LIABILITY FOR USE OF THE SITE AND LINKED SITES**

THE INFORMATION, SOFTWARE, PRODUCTS, AND DESCRIPTIONS OF SERVICES PUBLISHED ON THE SITE OR A LINKED SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND FLEETCOR SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. FLEETCOR DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON THE SITE IS COMPLETE OR UP TO DATE. FLEETCOR IS UNDER NO OBLIGATION TO UPDATE ANY CONTENT ON THE SITE. FLEETCOR MAY CHANGE THE CONTENT ON THE SITE AT ANY TIME WITHOUT NOTICE. FLEETCOR MAY MAKE IMPROVEMENTS OR CHANGES TO THE SITE AT ANY TIME.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED OR PROHIBITED, YOU AGREE THAT FLEETCOR, ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE(S), OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF FLEETCOR IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. FLEETCOR CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ITS SITES.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY YOU TO US FOR THE PRODUCT AT ISSUE IN THE THREE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM AND \$50. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR A SERVICE OR PRODUCT, YOU SHALL BE LIMITED TO, AT MOST, INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, AND SHALL NOT BE ENTITLED TO ANY OTHER DAMAGES, REGARDLESS OF THE CAUSE OF ACTION.

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (I) DEATH OR PERSONAL INJURY RESULTING FROM OUR WILLFUL MISCONDUCT; (II) FRAUD OR FRAUDULENT MISREPRESENTATIONS; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

## **8. LIMITATION OF LIABILITY FOR THIRD PARTY SERVICES THROUGH THE SITE**

FLEETCOR HEREBY DISCLAIMS ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OUR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY SERVICE PROVIDER, CARRIER, OR OTHER SUPPLIER THROUGH THE SITE, INCLUDING WITHOUT

LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENT OR OTHERWISE, OF SUCH SERVICE PROVIDER, CARRIER, OR OTHER SUPPLIER, AND YOU HEREBY EXONERATE FLEETCOR FROM ANY LIABILITY WITH RESPECT TO THE SAME.

## **9. COPYRIGHT AND TRADEMARKS**

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All information and content, including any software programs available on or through the Site (“Content”), is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through the Site for commercial or public purposes.

## **10. HYPERLINKS**

The Sites may provide links to other websites or digital properties by allowing the user to leave this Site to access third-party material or by bringing the third-party material into this Site via “inverse” hyperlinks and framing technology (a “Linked Site”). FleetCor has no discretion to alter, update, or control the content on a Linked Site. The fact that FleetCor has provided a link to a Site is not an endorsement, authorization, sponsorship, or affiliation with respect to such Site, its owners, or its providers. There are inherent risks in relying upon, using, or retrieving any information found on the Internet. FleetCor urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site.

## **11. LINKED INTERNET SITES**

FleetCor prohibits caching, unauthorized hypertext links to the Site and the framing of any Content available through the Site. FleetCor reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any other Internet sites linked to the Site. Access to any other Internet Sites Linked to the Site is at the user’s own risk.

User should be aware that Linked Sites may contain terms and conditions, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. FleetCor is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

## **12. CONFIDENTIALITY OF USER COMMUNICATIONS**

Except as required by law and in accordance with the FleetCor Privacy Statement [[view the FleetCor Privacy Policy](#)], FleetCor will use commercially reasonable efforts to maintain the confidentiality of all user communications which contain personal user information and which are transmitted directly to FleetCor.

Postings by a user on any message board or in any chat room will not be protected as confidential or proprietary, and FleetCor may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of its parent

company and affiliates for any purpose whatsoever and as deemed appropriate by FleetCor. By posting to a Site, you grant FleetCor and its affiliates an irrevocable, perpetual, sublicensable license and right to use, reproduce, modify, perform, publicly display, distribute, and otherwise fully exploit for any benefit and disclose to third parties any such material.

User should be aware that Linked Sites may contain confidentiality provisions that differ from the provisions provided herein. FleetCor is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

### **13. POSTINGS**

FleetCor is under no obligation to review any messages, information or content (“Postings”) posted on the Site by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, FleetCor may from time to time monitor the Postings on the Site and may decline to accept and/or remove any Postings that contain:

- Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable local, state, national or international law.
- Advertisements or solicitations of any kind.
- Blog postings posted by users impersonating others.
- Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references.
- Messages by non-spokesperson employees of FleetCor purporting to speak on behalf of FleetCor or containing confidential information or expressing opinions concerning FleetCor.
- Messages that offer unauthorized downloads of any copyrighted or private information.
- Multiple postings placed within individual articles by the same user restating the same point.
- Chain letters of any kind.

### **14. TRANSMISSION OF PERSONAL DATA**

User acknowledges and agrees that by providing FleetCor with any personal or proprietary user information through the Sites, user consents to the transmission of such personal or proprietary user information as necessary for processing in accordance with FleetCor’s standard business practices. All information we collect on this Site is subject to the [FleetCor Privacy Policy](#).

User should be aware that Linked Sites may contain transmission of personal data provisions that differ from the provisions provided herein. FleetCor is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

## **15. YOUR CONTACT WITH AFFILIATES**

Your dealings or correspondence with, or participation in promotions of, affiliates found on or through the Site (including, without limitation, payment and delivery of related products or services, and any other terms, conditions, representations, or warranties associated with such dealings or correspondence) are solely between you and such affiliates. FleetCor makes no representations or warranties with respect to any promotion content of, or any products or services that may be obtained from, such affiliates. You agree that FleetCor will not be responsible or liable with respect to any loss or damage of any kind incurred as a result of: (a) any such dealings or correspondence between you and such affiliates, (b) content, products or services of such affiliates, or (c) the presence of such affiliates on the Site.

## **16. ACCESS TO PASSWORD PROTECTED AND SECURE AREAS**

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution. You agree to protect the confidentiality of your user identification and passwords, and to be responsible for any unauthorized use.

## **17. USE OF “COOKIE” FILE FEATURES**

FleetCor reserves the right to store information on a user’s computer in the form of a “cookie” or similar file for purposes of modifying the Site to reflect users’ preferences. The FleetCor Privacy Policy provides additional information regarding FleetCor’s use of cookies as well as procedures for disabling cookies. You may disable or delete your cookies at your discretion, but it may have a negative impact on your use of the Site benefits and features.

[View the FleetCor Privacy Policy, regarding “Cookie” files.](#)

## **18. NO INVESTMENT ADVICE OR OFFERS**

Nothing in the Site constitutes investment advice. FleetCor provides investor relations materials for convenience and information only. In addition, investor relations materials and other Site content are not offers to sell or solicitation of an offer to buy any security.

## **19. FORWARD LOOKING INFORMATION**

Certain information on this Site contains certain forward-looking statements, which are subject to risks and uncertainties and speak only as of the date on which they are made. The words “believe,” “expect,” “anticipate,” “optimistic,” “intend,” “aim,” “will,” or similar expressions are intended to identify forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. FleetCor undertakes no obligation to update publicly or revise any forward-looking statements.

## **20. PRESS RELEASES**

All press releases and other materials presented or released to the financial and/or fleet communities that are contained on the Site were, to the best of FleetCor’s knowledge, timely and accurate when issued. However, the passage of time can render information stale, and you should not rely on the continued accuracy of any such material beyond the date of issuance. FleetCor

has no responsibility to update any information contained in any such material. All viewers should carefully check the dates of issuance of the material contained in the Sites.

## **21. DIGITAL MILLENNIUM COPYRIGHT ACT - NOTIFICATION TO FLEETCOR REGARDING ALLEGED COPYRIGHT INFRINGEMENT**

FleetCor avails itself of the protections under the terms of the Digital Millennium Copyright Act (the "Act"). FleetCor reserves the right to remove any Content on the Site which allegedly infringes another person's copyright. Notices to FleetCor regarding any alleged copyright infringement on the Site should be directed to FleetCor's General Counsel's Office Attn.: Privacy Counsel at [privacy@FleetCor.com](mailto:privacy@FleetCor.com).

## **22. VIOLATIONS OF TERMS OF USE**

FleetCor reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular Internet address to a Site.

## **23. MISCELLANEOUS**

The following sections survive after you leave the Site, and any termination of these Terms of Use: 3 – 9, and 18 – 23. Any notices required under these Terms of Use for FleetCor should be sent in electronic format to [privacy@FleetCor.com](mailto:privacy@FleetCor.com). The Terms of Use, our Privacy Statement, and if applicable, any written agreements that are active by and between you and FleetCor related to these Terms of Use, constitute the sole and entire agreement between you and FleetCor with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Site.

**Last Modified:** April 8, 2020