

WEX Select™ Terms of Service

Effective February 27, 2025

These WEX Select Terms of Service, along with any other documents incorporated by reference below (collectively, the “**Terms**”), are a contract between WEX Bank (collectively with its successors and assigns, “we”, “us” or “our”), and the Entity creating a Business Account, including its successors and assigns (collectively “**you**”, “**your**” or “**yourself**”). An “**Entity**” is a sole proprietorship, corporation, general or limited partnership, limited liability company, or any other form of legal entity that meets the eligibility requirements described below who creates a Business Account. A “Business Account” is an account provided by us which you may use for business or commercial purposes in compliance with these Terms.

These Terms govern the use of your Business Account, including without limitation in connection with, as available and as defined below, Send Funds, Request Funds, the WEX Select website and mobile applications, and any other services and offerings we may offer or provide to you from time to time (collectively, the “**Services**”).

By accepting or using any of our Services or by accessing or using the Business Account, you (the “User”) agree to comply with all of the terms and conditions set forth or otherwise referenced in these Terms, and all applicable law. You agree that you are responsible under these Terms for all access and use of the Services through your Business Account, regardless of whether you intended to be responsible for such access and usage, as well as for all associated fees, charges and taxes, if any.

These Terms include the additional terms and conditions contained in the following documents, each as may be amended from time to time by us:

- [WEX Select Privacy Notice;](#)
- [WEX Select Cookie Notice;](#)
- [WEX Select Fuel Card Pricing](#)
- [WEX Select Non-Fuel Card Pricing](#)
- Appendix A; and
- Any additional terms and conditions, rules, regulations, operating procedures, and related requirements we provide to you or establish related to any of our products and Services.

You should carefully read these Terms, including the documents listed above, and retain them for your records.

We reserve the right to change these Terms at any time in our sole discretion without advance notice, subject to applicable law. The current version of these Terms is available at: <https://www.wexdrive.com/docs/wex-select-app-terms.pdf>. We will post changes to these Terms on our website and any such Terms will be effective at the time of posting. We will provide notice to you of any change we believe to be material, or as required by applicable law. By continuing to use the Services after any change to these Terms is posted and receipt of our notice (if applicable), you acknowledge and agree to be bound by the change. If you do not agree with any such change, you may cease using the Services and close your Business Account.

You understand and agree that use of the Services as contemplated by these Terms is subject to the availability of such Services. You further understand and agree that not all Services may be available to you and that we may add, change or discontinue the Services at any time.

1. ELIGIBILITY REQUIREMENTS

A Business Account is available to any Entity which: (1) is formed or organized under the laws of the United States (“U.S.”), or any U.S. state, the District of Columbia or Puerto Rico (each an “Eligible Location”); (2) is located within an Eligible Location; (3) has a U.S. physical address or military address (e.g., APO or FPO), and (4) has a valid Employer Identification Number or Tax Identification Number, or Social Security Number as applicable. The Entity’s personnel registering on behalf of the Entity must be a citizen or lawful permanent resident residing in an Eligible Location and at least 18 years of age (or the age of majority in such Eligible Location).

A Business Account is only available for business or commercial purposes and, by creating a Business Account, you certify and agree that you will only use the Business Account for such purposes, and that the Business Account may not be used for personal, family or household purposes of any kind.

2. CONTACTING YOU; CONSENT FOR EMAIL, PHONE AND TEXT COMMUNICATIONS

Solely for purposes of this section, the terms “you” and “your” mean the person agreeing to these Terms, as or on behalf of an Entity, in their personal capacity. To the extent permitted by applicable law, you authorize us and our affiliates, agents, successors, assigns and service providers (collectively, the “Messaging Parties”) to contact you using voice, automatic telephone dialing systems, artificial or

prerecorded voice message systems, text messaging systems and automated email systems in order to provide information about the Services or to provide or obtain information related to your use of the Services. You authorize each of the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to any of the Messaging Parties in connection with the Services. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send, and you agree that the Messaging Parties will have no liability for anyone accessing, listening to or reading such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You agree this authorization constitutes a bargained for exchange for consideration. **To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by emailing the Messaging Parties at wexselectsupport@wexinc.com with the subject line “Contact Opt-Out”.** If any telephone number you have provided to any of the Messaging Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so the Messaging Parties can update their records. You expressly authorize each of the Messaging Parties to monitor and record your calls with such Messaging Party(ies).

3. CREATING A BUSINESS ACCOUNT

In order to use the Services, you must first register and create a Business Account. The Business Account will be in the name of an Entity. Each person creating a Business Account or otherwise submitting the required information certifies they are duly authorized to act on behalf of the Entity and that all information provided is true, accurate and complete.

Important information about procedures for creating a Business Account: You must provide information we request for purposes of our compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify you. You must also provide written notice to us: (a) in advance of any change to its legal name or in your ownership; (b) in advance of any change in your organizational structure, including any merger or reorganization, or sale of substantially all of your assets; (c) immediately if you become insolvent or the subject of bankruptcy or insolvency proceedings; or (d) immediately after any appointment of a receiver or trustee for the benefit of your creditors.

During the Business Account opening process or thereafter, we may ask for additional information about your business and the industries in which you operate, signatures or documentation from you as part of our ongoing customer due diligence. You agree to assist us by promptly complying with any such request. You agree to notify us immediately if you change industries, enter additional industries or make any other changes regarding the industries in which you operate. You further agree to hold us harmless for refusing to pay or release funds, or take any other action relating to your Business Account where the refusal is based on your failure to provide the information, signatures or documentation requested by us. We reserve the right to reject any application or to close any Business Account if we are unable to verify your identity, the identity of an Entity's beneficial owners or the valid existence of an Entity.

You are responsible for overseeing your Business Account and any access or use thereof.

The User must be registered with us in order to access the Business Account. As part of registration, we will collect certain information about the User, including a name, address, email address, telephone number and other contact or identifying information. By submitting such information, the User certifies the information is accurate and complete and agrees to keep such information up to date at all times by notifying us promptly of any change in such information. We may require additional documentation to process the change. You agree that you are duly authorized to act on behalf of the Entity in all respects with regard to such use and the activities contemplated in these Terms.

If you or anyone with a right to withdraw funds dies or is adjudicated incompetent, we may continue to honor your transactions and instructions until we know of the death or adjudication and have had a reasonable opportunity to act on that knowledge.

4. ACCOUNT SECURITY

The User must maintain a valid and unique username and a valid and unique password (together the “**Login Credentials**”) in order to access the Business Account. We may also require the User to comply with any additional security procedures, such as providing a device on which to receive a multifactor authentication code, one-time password or similar authentication token or mechanism. The User is responsible for maintaining the security and confidentiality of their Login Credentials.

Only the User with valid Login Credentials will be permitted to access the Business Account and use the Services. You agree the requirement of Login Credentials in combination with any additional security procedures we have in place constitute commercially reasonable security procedures for limiting access to

those persons who have authorized access, and for permitting us to verify that any access, request for payment, funds transfer, or communication was properly authorized by you. You acknowledge and agree you have had the opportunity to review these security procedures and have determined that they are reasonable based upon your consideration of the size, type and frequency of payments, funds transfers, withdrawals and communications you intend to originate and alternative security procedures available. We reserve the right to modify our security procedures or to impose additional security procedures at any time. By continuing to use the Services, you acknowledge and agree to be bound by such modified security procedures. If you do not agree with any such modifications, you may cease using the Services and close your Business Account.

You agree to immediately notify us at wexselectsupport@wexinc.com if you believe your Business Account has been compromised or accessed without authorization or if someone has attempted to access your Business Account without authorization. You agree to immediately notify us if User Login Credentials have been lost, stolen or compromised. If you fail to timely notify us, you will be fully liable for any payments, funds transfers or withdrawals, except as otherwise provided by applicable law.

5. LINKED ACCOUNTS

You may be required to link at least one of your bank accounts (each, a “**Linked Account**”) in order to create a Business Account. Each Linked Account can be used to pay Vendors via Send Funds and receive funds via Request Funds. For each Linked Account, you represent and warrant: (1) you have the right to authorize any and all debits and credits to the Linked Account; (2) the Linked Account is held at a depository institution located in the U.S.; (3) the Linked Account is a business checking account ; (4) the Linked Account is enabled for Automated Clearing House “ACH” debits; (5) the Linked Account funds are not subject to any (i) security interest, (ii) exemption from execution, levy, attachment, garnishment, seizure, setoff or other equitable process, or (iii) other restriction which will prevent, render illegal, or adversely affect our ability to draw funds from the Linked Account as you authorize; (6) the Linked Account is in the same name of the Entity holding the Business Account; and (7) the Linked Account is used for business or commercial purposes only and was not established for personal, family or household purposes. By adding a Linked Account, you agree to indemnify and hold us harmless from any claims by any person related to the Linked Account, including any other owner of the Linked Account.

For each Linked Account you add, you authorize us to verify: (1) the account’s ownership, balance or other information by initiating an authorization request, non-monetary Entry (as defined in the Nacha Operating Rules) or similar Entry to the Linked Account directly or by using a third party service provider; (2) any

account information (including account balance) from the financial institution holding the Linked Account. You agree to keep all information you provide to us about each Linked Account accurate and up to date at all times. If such information changes, you agree we may update it using such information we receive from any third party service provider or your financial institution without any action on your part.

You authorize us to debit or credit your Linked Account, including via ACH, in accordance with any instructions you provide to us and in accordance with your and our rights and obligations under these Terms.

6. SEND FUNDS AND REQUEST FUNDS

You may send funds from your externally linked bank account to Vendors (“**Send Funds**”) and you may receive funds from third parties to your WEX Select Account (“Request Funds”). You certify to us that you as the User are authorized to initiate debit or credit Entries (as defined in the Nacha Operating Rules), as applicable, as provided under these Terms. You will be responsible for any and all debit or credit Entries made. You agree any Payment requests we receive through your Business Account shall be deemed authorized and valid.

All requests via the Send Funds and Request Funds Service will be processed in U.S. dollars. If funds are received via Request Funds in a foreign currency, you agree we may convert such transaction into U.S. dollars at a then-current conversion rate we may choose in our sole discretion. You agree to be liable for any related foreign transaction fees. We reserve the right to reject any funds received in a foreign currency and return any such funds to the originating bank, without notice to you. We are not liable if you do not receive the funds.

You agree to pay all fees associated with using the Send Funds and Request Funds Services, as set forth in the then-current [WEX Select Fuel Card Pricing](#) and [WEX Select Non-Fuel Card Pricing](#).

6.1. Vendor Information

To use the Send Funds service, you will be required to provide information about each third party to whom you intend to send funds (each a “**Vendor**”). You agree to provide correct and current information for each Vendor and by providing us with such information, you certify you are authorized to share such information with us. If and to the extent such option is made available to you through the Services, you may sync Vendor information you maintain in any enterprise resource planning software and save such information in your Business Account for future use. You understand the Send Funds service may not be available for

all Vendors, such as Vendors outside the U.S., Vendors engaged in any Restricted Industry or to whom funds transfers are prohibited by law.

You are solely responsible for verifying the accuracy of any Vendor information and Payment instructions provided to us in connection with using the Send Funds services. We have no liability for losses or damages resulting from the accuracy or inaccuracy of Vendor information that you or the Vendor have provided, including bank account information. You acknowledge and agree that you are solely responsible and liable for selecting and paying the correct Vendor. We have no liability or responsibility if you select or pay an incorrect Vendor.

You certify all Payments to any Vendor are for business or commercial purposes only and each Vendor bank account you provide was established primarily for business or commercial purposes.

6.2. *Send Funds*

To pay a Vendor via Send Funds (each, a **“Payment”**), you must choose one of the payment methods made available to you through the Services, which may include ACH, digital check, or physical check (each, a **“Payment Method”**).

Payments require sufficient time for us to process your request and debit your Linked Account and for the Vendor to receive payment. For each Payment request, payment will be processed on the date such payment request is submitted through the Services (the **“Payment Date”**). We do not guarantee payment to a Vendor will be made within any specific time frame of the Payment Date. We have no liability or responsibility to you if a Payment is not made to a Vendor on or before any specific date. You are solely responsible for ensuring any Payment to a Vendor is made as required or permitted by agreement, contract or law. Except as required by applicable law, we have no liability or responsibility to you or any Vendor for any interest, late payment fees or any other charges associated with Payments that are delivered after their due date. In processing your request for Payment, you agree we may rely solely on the account number you provide even if it identifies a party other than the named Vendor, and that you shall be responsible for all such Payments.

We reserve the right, in our sole discretion, to change or limit the available Payment Methods and Payment Dates and to select the Payment Method by which a Payment can be made. We reserve the right to limit, to cap or to refuse to honor any Payment request from your Linked Account, for any reason, in our sole discretion, without incurring any liability to you.

For Payments made by check, you authorize us to process such checks as remotely created checks or electronically created items in our sole discretion. You authorize us to generate a digital signature and to append such digital signature to each check as necessary to process the check.

6.2.1. Cancellation and Changes

If we have already started to process the Payment, you may request we cancel the Payment by contacting us at wexselectsupport@wexinc.com. We will use commercially reasonable efforts to cancel the Payment, but you understand and agree we may not be able to cancel the Payment. You agree we will not have any liability to you for failing to cancel a Payment that has begun to process or to obtain a return of a Payment that has been transmitted to the Vendor. You shall remain liable for any unpaid amounts owed in connection with the Payment. If we cancel a Payment, you authorize us to credit the amount of the Payment to your Linked Account, less any applicable fees or other amounts you owe to us.

6.2.2. Returned Payments

If a Payment is refused or returned, we will void your Payment request. If a returned or refused Payment is voided, you authorize us to credit the amount of the Payment to your Linked Account, less any applicable fees or other amounts you owe to us.

6.3. Request Funds

You may receive funds via Request Funds to your externally linked bank account via ACH (if ACH is made available to you in our sole discretion), to the extent such method is made available to you through the Services. You are solely responsible for the accuracy of the account information and the payment instructions you provide to any third party. We have no liability for losses or damages arising or resulting from the accuracy or inaccuracy of information you provide.

6.3.1. Sending an Invoice

You may request that a third party send funds to you via Request Funds by creating and/or sending an invoice to such third party. By using this Service, you agree all invoices are issued pursuant to a contractual relationship or other arrangement with the third party and that each invoice complies with the terms of such contract or arrangement. We are not responsible for any invoices you send, including those that are misdirected or not received.

6.3.2. *Accepting Payment Card Payments*

You may be eligible to enroll through the Services with a third-party service provider (“TSP”) to allow your customers to make payments to you using their existing payment card(s) (“Payment Card Acceptance” or “PCA”). In order to enroll, you must agree to the Payment Card Acceptance terms and conditions that will be specified by the TSP. The PCA agreement will be directly between you (the Business) and the TSP. We are not a party to any such agreement and do not manage the merchant card acceptance relationship in any fashion. More specifically, the TSP rather than us will support your PCA relationship for items such as disputes, chargebacks, missing payments, fraud, and any other aspect of your relationship with the relevant payment card networks. Consequently, we bear no liability for any such PCA matters. Rather we are responsible for handling your PCA funds once they are actually sent to your Business Account. Please note that we may charge a separate fee per transaction for accessing your PCA service through the Services. Such fee will be in addition to any amounts owed to or from the TSP per the terms of your PCA agreement. Upon your consent at the time of enrollment with the PCA service, you agree that we may provide to the TSP any requested account setup information that you have provided to us at the time of your Business Account setup or thereafter. The information in question would include items such as your business name and contact information. Our goal is to make your enrollment with the TSP reasonably seamless, without your being required to re-input information that you have already provided to us.

7. AGREEMENT TO ORIGINATE ACH ENTRIES

These Terms are subject to the operating rules and guidelines of Nacha (the “**Nacha Operating Rules**”) with respect to the ACH Entries contemplated under these Terms. Words that are used but not defined in these Terms have the same meaning as in the Nacha Operating Rules.

In our sole discretion, we may make available to you the functionality that would allow you to originate ACH Entries and, by doing so, you authorize us, in our capacity as a Third Party Sender (as defined in the Nacha Operating Rules), to transmit such Entries to a federally insured depository financial institution (“**Bank**”) on your behalf and you authorize the Bank to transmit such Entries, as set forth in this section.

7.1. *Compliance with Rules and Laws*

You understand and agree that you are acting as an Originator under these Terms with respect to ACH entries. You agree to be bound by and comply with the Nacha Operating Rules and you agree not to originate any Entries that would violate federal, state or local laws or regulations, including those of the Office of Foreign Assets Control (“**OFAC**”). We will provide you with notice of applicable changes to the

Nacha Operating Rules in sufficient time for you to implement such changes before the applicable effective date.

We and the Bank reserve the right to audit your compliance with these Terms, the Nacha Operating Rules with respect to your ACH origination activities and Entries, your books and records and to make on-site visits, at your sole cost and expense, to any and all of your locations with regard to all information deemed by us or Bank to be necessary or pertinent to your use or benefit of the Services. Information subject to ours and Bank's right of inspection shall include all information maintained by your policies, procedures, processes (including risk management), and business, accounting, and operations practices, as well as your customers, clients, vendors and processors. You agree to comply with all audit requests by us and the Bank. You agree that we may share any financial information about you or that you provide to us with the Bank.

At our or Bank's request, and at least annually, you will provide information in form and content satisfactory to us or Bank of your financial condition, operational capabilities, physical security, and internal audit procedures sufficient to demonstrate to the satisfaction of us or Bank your continued ability to perform your obligations under the Nacha Operating Rules and these Terms in an accurate and timely manner.

7.2. Types and Timing of Entries

You may originate credit Entries to non-consumer accounts, subject to the limitations set forth in the [WEX Select Fuel Card Pricing](#) and [WEX Select Non-Fuel Card Pricing](#). You may only originate single Entries. You must submit Entries to us by the cut-off times set forth in Appendix A. Even if you timely submit Entries to us, we do not guarantee an Entry will be made available to a Vendor within any specific time frame. We have no liability or responsibility to you if a Payment is not made to a Vendor on or before any specific date.

7.3. Security Procedures and Data Security

You agree to comply with the security procedures set forth in Section 4. You agree these procedures are not intended to detect errors in the transmission or content of any Entry you submit. We will transmit such Entries based solely on the information you provide and we will not examine any Entry for accuracy, Vendor name or amount. You agree that in transmitting Entries in such a manner, we and the Bank will be deemed to have acted in good faith and to have exercised ordinary care.

You agree that any ACH banking information exchanged or transmitted via a wireless or Unsecured Electronic Network must be encrypted or transmitted via a secure session. You agree not to access the Business Account from a wireless or unsecured electronic network environment.

You agree to protect the confidentiality and integrity of all Information, protect against anticipated threats or hazards to the security or integrity of Information and protect against the unauthorized use of Information. As used in this paragraph, “**Information**” is any non-public personal information, including financial information, used to create, or contained within, an Entry and any related addenda record. It does not include information that (a) is already publicly available when received; (b) becomes publicly obtainable from other sources; (c) is required to be disclosed by law or in any document filed with any agency of any federal, state or other government authority; or (d) is used or disclosed as provided in these Terms or with the consent of the person whose information is being used or disclosed.

7.4. *Your Representations*

You warrant to us all warranties we are deemed to make under the Nacha Operating Rules with respect to Entries you originate. This includes a warranty that each Entry is accurate, timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Nacha Operating Rules. You agree to indemnify us and the Bank against any loss, liability or expense resulting from or arising out of any breach of the warranties of this Section 7.

7.5. *Our Obligations, Warranties and Representations*

You authorize us to transmit Entries you submit to the Bank on your behalf. We will transmit such Entries, to the extent they comply with this Section 7, to the Bank in a timely manner and in accordance with the Nacha Operating Rules. You agree that we and the Bank will be excused from any failure to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or any other circumstance beyond our control. You further agree we may delay transmission of an Entry if we receive information that you do not have or will not have sufficient available funds to fund the Entry. In addition, we and the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in us or the Bank having exceeded any limitation upon the intra-day net funds position established pursuant to present or future Federal Reserve Guidelines or if in our or the Bank’s reasonable judgment such transmittal would otherwise violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

7.6. *Payment for Entries; Funding Account*

You agree to pay us the amount of each Entry you originate and each returned Entry. You may fund Entries from your Linked Account (“**Funding Account**”). You agree to maintain sufficient available funds in your Funding Account(s) to fund all such Entries. You authorize us to debit your Funding Account for each Entry on or after the date you submit the entry to us. You authorize us to debit or credit your Funding Account for all returned Entries.

To help us determine whether a debit to your Funding Account will be successful, you authorize us, prior to initiating any Entry, to initiate an authorization request, non-monetary Entry or similar Entry to your Funding Account, or use a third party service, to verify your Funding Account balance or status and/or to obtain balance information from the financial institution holding the Funding Account.

In the event we make an error in processing an Entry, you authorize us to correct the error by initiating an ACH debit or credit Entry to your Funding Account in the amount of such error on or after the date such error occurs.

7.7. *Authorization of ACH Entries*

You agree to obtain authorization to initiate ACH Entries to each Vendor’s account in compliance with the Nacha Operating Rules. Such authorization must contain the Vendor’s agreement to be bound by the Nacha Operating Rules. You must retain such consents and authorizations for two years after they expire. Upon request, you will provide a copy of the authorization to us or the Bank within two (2) banking days of receiving such request.

7.8. *Cancellation, Amendment or Rejection of Entries*

You may cancel or change an Entry in accordance with Section 6.2.1. We reserve the right to reject any Entry including, but not limited to, (i) Entries with inconsistent name and account number or missing and/or incorrect information, (ii) any Entry not compliant with applicable law, the Nacha Operating Rules or these Terms, or (iii) any Entry that we or the Bank deems to be not safe and sound banking practice to process. We will notify you of any rejected Entry. You agree that the Bank may refuse to process any Entry at any time and in its sole discretion.

7.9. *Returned Entries, Notifications of Change and Reversals*

We will notify you of any returned Entry and any notification of change (“**NOC**”) Entry no later than one (1) business day after the business day of such receipt. We are under no obligation to re-transmit a returned

Entry if we have complied with our obligations with respect to the original Entry. You must ensure all changes requested by the NOC are made within six (6) banking days of receipt of the NOC information from us or prior to initiating another Entry to the Vendor, whichever is later.

You may initiate a reversing Entry for erroneous or duplicate transactions, as permitted by the Nacha Operating Rules and only upon prior written approval by us. If you believe an Entry was duplicative, inaccurate or made in error, you must first try to resolve the discrepancy or error with your financial institution before raising any dispute with us or the Bank. For any dispute, you must include documentation from your financial institution stating that there were no errors on their end and that the transaction data was accurate.

7.10. COOPERATION IN LOSS RECOVERY EFFORTS.

In the event of any damages for which you may be liable to us or to a third party in connection with the Services, you will undertake commercially reasonable efforts to cooperate with us, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that we may be obligated to defend or elect to pursue against a third party.

8. FUNDS TRANSFERS

These Terms are subject to Article 4A of the Uniform Commercial Code (“UCC”), as adopted in the state of Delaware. Words that are used but not defined in these Terms have the same meaning as in the UCC. This section applies to any funds transfer.

If you originate a funds transfer and you identify a beneficiary by name and account number, we may rely solely on the account number even if it identifies a party other than the named beneficiary. You agree funds transfers to and from your account are governed by the UCC and the rules of the funds transfer systems through which the transfers are made, including but not limited to Fedwire, Nacha and the Electronic Check Clearing House Organization.

You understand and agree that credit Entries may be made by ACH. These credits are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by ACH, we are not required to give you any notice of the payment order or credit.

You agree to use ordinary care to determine whether a funds transfer was either not authorized or inaccurate and to notify us of such unauthorized or inaccurate funds transfers. You must notify us within ninety (90) days after the earlier of the date we notify you the funds transfer has been executed or the date your account was debited for the funds transfer to be entitled to a refund from us. If you do not notify us within such time period, we will be entitled to retain payment for the funds transfer.

9. FEES AND OTHER CHARGES

We may impose fees or other charges, including but not limited to subscription plan fees, transaction fees or payment error fees, as set forth in the [WEX Select Fuel Card Pricing](#) and [WEX Select Non-Fuel Card Pricing](#), in providing you with access to certain Services. You agree to pay us the full amount of any fee or charge at the time it is imposed. We reserve the right to close your Business Account due to any unpaid fees or charges.

We reserve the right to change the amount of any fees or charges from time to time, in our sole discretion. We will notify you of such changes as required by applicable law. By continuing to use the Services after any such changes, you acknowledge and agree to be bound by those changes. If you do not agree with any such changes, you may cease using the Services and close your Business Account.

You authorize us to debit your Linked Account in the amount of any applicable fees, charges or taxes. If we are unable to collect the amount of any fees, charges or taxes, you agree to pay all amounts immediately upon notice of non-payment from us.

10. ADDITIONAL SERVICES

Upon opening your Business Account, you will have access to the following Services, to the extent they are then-currently available: Send Funds and Request Funds. If you do not add at least one Linked Account, you will not have access to all of these Services, such as ACH, and digital and physical check payments. We may provide additional Services to you at an additional cost as set forth in the [WEX Select Fuel Card Pricing](#) and [WEX Select Non-Fuel Card Pricing](#). Such additional Services are subject to these Terms and any terms and conditions provided at the time you agree to use such Services.

You may be able to sync certain enterprise resource planning software you may maintain. If you choose to sync any such enterprise resource planning software, you understand and agree you are solely responsible for the information and data you choose to share by doing so. Note that not all enterprise resource planning

software is compatible with our systems, and we are not responsible or liable to you if that is the case with respect to your enterprise planning software.

11. THIRD PARTY SERVICE PROVIDERS

You agree we may engage certain third party service providers to offer Services to you. You agree we may share information you provide to us with any third party service providers, including the Bank, in accordance with our Privacy Notice. You further agree that any such third party service provider has the right to store, share, use, disclose, reformat and distribute and otherwise process such information, and that upon our request, you will provide or arrange for the provision of such information in a manner that is suitable for any third party service provider for purposes of offering or providing any of its products or the Services.

You may access third party websites, software, systems or applications when using the Services. You understand and agree we do not control third party service providers and we are not responsible or liable for the content, operation or use of their websites, software, systems or applications. We are not responsible or liable for any issues, damages, losses or expenses caused by any of those third parties, or by your accessing or using any of their websites, software, systems or applications, including but not limited to any unavailability of such services, errors, data loss or monetary loss you may incur.

By using the Services, you agree to be bound by any terms and conditions or privacy policies of any third party service provider we engage. You are solely responsible for reviewing any such terms and conditions and privacy policies. You will look solely to the applicable third-party service provider in the event of a dispute or breach of the terms and conditions with the applicable third-party service provider. You agree not to use the name or mark of any third party service provider, including the Bank, publicly, for marketing, or for any other purpose.

12. USE OF INFORMATION

You agree we may use any information we obtain in connection with your use of the Services in our sole discretion, except as otherwise provided by applicable law, and consistent with our privacy policies. This includes, but is not limited to, any information you provide to us as well as any information we obtain through any third party or software application you connect to your Business Account (including any enterprise resource planning software). Without limiting the foregoing, we may also provide information to our affiliates and other third parties which provide goods or services to commercial enterprises and you understand that we, our affiliates, and other third parties may contact you to offer additional products or

services. If you enroll in other products or services, you may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services.

13. INACTIVE ACCOUNTS

We will consider your Business Account to be inactive when, if not enrolled in a monthly subscription package, your account is not accessed for ninety (90) days. We may charge you an inactive account fee, as provided in the then-current [WEX Select Fuel Card Pricing](#) and [WEX Select Non-Fuel Card Pricing](#), and deduct the amount of any such fee from the funds to be transferred under this section.

14. CLOSING YOUR BUSINESS ACCOUNT

You may close your Business Account by emailing us at wexselectsupport@wexinc.com. You must provide us with at least thirty (30) days' advance written notice in order to close your Business Account provided that termination will not impact your obligation to pay any charges, fees, or other amounts due, and any unpaid amounts will immediately become due and payable to us upon termination. We reserve the right to collect any unpaid amounts.

Your Business Account closure request will be effective immediately for accounts with no monthly subscription packages, while accounts using monthly subscription packages will be closed at the last date of the current paid-for period.

15. PROHIBITED ACTIVITIES

You may not, directly or indirectly:

- Breach any of these Terms;
- Violate any applicable federal, state or local law, ordinance or regulation or any applicable network rule in connection with accessing or using your Business Account or any of the Services, or otherwise in relation to or in connection with these Terms;
- Use your Business Account for any illegal purpose;
- Use your Business Account for any consumer or other personal, family or household purpose; Engage in any of the following industries (each a “**Restricted Industry**”): gambling, marijuana related businesses, adult content or adult entertainment, selling counterfeit goods, or any form of illegal industry or activity;

- Facilitate any payments to OFAC sanctioned countries or to specially designated nationals;
- Provide false, inaccurate or misleading information;
- Send or receive any fraudulent funds;
- Refuse to cooperate in any investigation of unauthorized activity;
- Circumvent any security procedures;
- Attempt to transfer or assign any of your rights under these Terms; or

If we believe you have engaged in any of the above activities, we may, in our sole discretion:

- Close your Business Account;
- Suspend your Business Account;
- Limit your access to the Services; or
- Take legal action against you.

16. TERMINATION AND SUSPENSION; OUR RIGHT TO FREEZE FUNDS

We reserve the right to terminate these Terms and the Services and to suspend or close your Business Account at any time and for any reason or no reason. We may delay availability of funds being credited to your account or refuse to process any withdrawal from your account for any reason including, but not limited to, if we believe your account is involved in any legal proceeding or any unauthorized, illegal or fraudulent activity; if we suspect you may be the victim of fraud; or to comply with federal, state or local law.

Customer requests to terminate their Business Account must be received in writing thirty (30) days in advance of said termination.

17. DISPUTE RESOLUTION

17.1. In accordance with the procedures outlined in this Section 17 (Dispute Resolution), any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any applicable law, now existing or hereafter arising under or in connection with, or in any way pertaining to, these Terms (“Dispute”) will be resolved expeditiously, amicably, and at the level within each party's organization most knowledgeable

about the Dispute. Throughout the Dispute resolution process, each party will continue to perform its obligations under these Terms. No Dispute may be pursued as part of a class action or other representative action; disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any Dispute on a class or representative basis and may award relief only on an individual basis. Disputes of two (2) or more Persons may not be combined in the same arbitration. “Person” means an individual, corporation, limited liability company, partnership, trust, association or any other entity or organization.

17.2. General. The complaining party's representative will notify the other party's representative in writing of a Dispute, and the non-complaining party will exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) business days after the delivery of the complaining party's written notice, senior representatives of each party will confer in an effort to resolve the Dispute. If the parties do not reach a resolution of the Dispute, it will be resolved by binding arbitration in accordance with the terms of this Section 17 (Dispute Resolution), except as otherwise set forth below. A party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred in compelling arbitration of any Dispute.

17.3. Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association (“AAA”) and conducted in accordance with the AAA Commercial Arbitration Rules, or such other administrator and rules as agreed by the parties. If there is any inconsistency between the terms of these Terms and any such rules, these Terms will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose law governs these Terms, or as selected by the administrator if no agreement can be reached (“Arbitration Location”). The parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). All statutes of limitations applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.

17.4. No Waiver; Provisional Remedies. The parties agree that pursuing arbitration of a Dispute will not limit a party's right to seek provisional or ancillary remedies, including injunctive relief, attachment

or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any party to compel arbitration or referral under this section.

- 17.5. Arbitrator Qualifications and Powers; Awards.** Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive applicable law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (a) will resolve all Disputes in accordance with the substantive Governing Law as set forth in Section 22.2 (Governing Law); (b) may grant any remedy or relief that a court of the Governing Law jurisdiction could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of these Terms); and (c) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the Governing Law jurisdiction. Any Dispute in which the initial amount in controversy is One Million Dollars (\$1,000,000), or its equivalent, or less may be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds One Million Dollars (\$1,000,000), or its equivalent, will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.
- 17.6.** To the maximum extent practicable, the arbitrators and the parties will take all actions required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law, or to the extent necessary to exercise judicial review rights as set forth herein.
- 17.7.** In all Disputes, the substantially prevailing party is entitled to recover its reasonable legal counsel fees, and other legal expenses from the other party.

18. LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES; WAIVER OF CLAIMS

You agree that neither we nor Bank shall be liable for any loss sustained by you resulting from any act or omission by us or any other Person, including without limitation Bank or any Person who provides, enables or supports the offering or provision of any of the Services, whether with respect to the exercise or enforcement of its rights or remedies under these Terms or otherwise, unless the loss is caused solely by our or Bank's gross negligence, fraud or other willful misconduct, and, to the fullest extent permitted by applicable law you waive, and release each of us, Bank and such other Persons from, any and all claims you may otherwise have relating to such loss or losses. Our liability shall be limited to actual damages incurred by you as a direct result of our gross negligence, fraud or other willful misconduct. Our liability for actual damages shall not exceed the sum of: (a) all fees paid by you to us under these Terms in the three (3) month period prior to the date when any claim is made against us; plus (b) all other revenue earned by us for all of your Business Account activity conducted in the three (3) months prior to the date of any claim made against us. In no event will we or Bank be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, including without limitation lost profits, lost revenue or damages for loss of data, and you expressly and unconditionally waive any right to such damages to the fullest extent not prohibited by applicable law, and even if you advise us of the possibility of such damages. Except as otherwise required under applicable law, we make no warranty with respect to goods, products, or services purchased through your Business Account, or with respect to merchantability or fitness for use thereof, or with respect to the provision or operation of the Services or of the software or computer systems utilized in offering or providing any of the Services.

Without limitation of the foregoing, neither we nor Bank are liable to you for any loss, liability or damages that you suffer as a result of, related to, or in any way are connected with (i) any fraud control or purchase restriction measures we elect to implement from time to time, unless such loss, liability or damage is a direct result of our gross negligence or willful misconduct, (ii) estimates, invoices, project profit and loss statements, or any other documents uploaded or shared through the Services, or (iii) delays or mistakes which happen because of reasons beyond our control, including, without limitation, acts of civil, military or banking authorities, legal constraint, interruption of transmission or communication facilities, equipment failure, emergency conditions, pandemic or plague, fire, flood, hurricane or other significant adverse weather event, labor dispute or work stoppage, insurrection, war, riots, or acts of terrorism.

YOU AND WE AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THESE TERMS.

You waive personal service of process in connection with any action or proceeding commenced by us in connection with these Terms, and agree that service may be made by certified mail to the last known address for you we have in our records.

19. INDEMNIFICATION

You agree to indemnify and hold us, our affiliates and our respective directors, officers, employees, and agents harmless from and against any and all monetary loss, liabilities, claims, fines, penalties, fees, costs and expenses including, without limitation, attorneys' fees and litigation costs of any kind ("**Losses**"), arising in connection with the Services provided under these Terms, except for Losses arising from our own gross negligence, fraud or willful misconduct. You further agree to hold us, our affiliates and our and their respective directors, officers, employees, and agents harmless from Losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, and from Losses arising out of your violation of any law, regulation or rule or your engagement in any of the prohibited activities in Section 15. We are not responsible for any actions or omissions by any third party, subject to applicable law.

If you provide instructions to us that we believe may expose us to potential liability, we may refuse to follow such instructions. We are under no obligation to follow, and we will not be liable to you if we choose not to follow, such instructions.

20. FORCE MAJEURE

You acknowledge and agree that our obligations under these Terms shall be excused to the extent that any failure or delay in performance by us is attributable, in whole or in part, to causes or circumstances beyond our reasonable control including, but not limited to: acts of God, civil disturbance, war, acts of government, natural disasters, pandemic, epidemic events, strikes or any other general labor disputes, widespread technology events, or telecommunication failures.

21. ASSIGNMENT

You may not assign these Terms nor any interest, rights or obligations under these Terms, without our prior written consent. Any actual or attempted assignment or delegation contrary to the terms of this Section 21 (Assignment) will be null and void. We may, in its sole discretion, assign these Terms and any of its

obligations, transfer any right, or delegate any duty of performance under these Terms without further notice. The entity to whom we make any assignment is entitled to all of our rights under these Terms, to the extent that those rights were assigned.

22. MISCELLANEOUS

22.1 We may monitor communications (including telephonic) between our employees and our customers. You consent to such monitoring and recording of communications and agree to inform employees who may be in telephone contact with our representatives that periodic monitoring of conversations will occur.

22.2 *Governing Law.* These Terms, and all Disputes, will be governed by and construed in accordance with the laws of the State of Utah (“Governing Law”), including its statutes of limitations, but without regard to any conflicts of laws or “choice of law” principles. Each party hereby waives its rights to the application of the law of any other jurisdiction to any Dispute.

22.3 You understand and acknowledge that these Terms and your receipt of Services herein are subject to our approval. Nothing contained in these Terms, or the performance by a party of its obligations under these Terms, shall result in the parties having a partnership, co-venture or agency relationship, except to the extent that a party is expressly designated to act as an agent of the other party, or render a party responsible for the debts, liabilities or obligations of the other party.

22.4 No course of dealing between the parties, and no delay or omission by us to exercise any right under these Terms, shall impair such right or be construed to be a waiver of any default, and no waiver by us of any breach of these Terms will be construed as waiver of any subsequent breach. Any single or partial exercise of any such right by us shall not preclude other or further exercise thereof or the exercise of any other right. No amendment, or other variation of the terms, conditions, or provisions of these Terms shall be binding on us unless in writing signed by an authorized representative of ours, and then only to the extent set forth in such writing.

22.5 No person or entity other than a party to these Terms shall have any right to enforce these Terms. No person will be a third-party beneficiary of these Terms.

22.6 Except as otherwise provided in these Terms, all notices shall be in writing and deemed received (a) when personally delivered, (b) at the time of delivery, if sent via reputable overnight courier

with tracking capabilities, or (c) on the fifth business day after mailing if sent via postage prepaid certified or registered mail, return receipt requested, the address used by you to set up your Business Account, the address used by you to set up Send Funds or Request Funds, or at such other address as the applicable party may indicate from time to time. Additionally, notices may be sent by email via any nationally recognized SMTP delivery service, and deemed received on the day of sending, to us at legalnotices@wexinc.com, to you at an email address provided by you or normally used by you for business communications with us. For the purposes of this section, all times are to be the local time in the place of deemed receipt; and if deemed receipt under this section is not within business hours (meaning 8:00 am to 5:00 pm Monday to Friday on any business day), the notice shall be deemed to have been received at 8:00 am on the next business day. The parties agree to waive any claim that an electronic transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of an email constitutes the “best evidence” and an “original” of such a writing.

22.7 You agree that we may: (a) include the name, logo, and success stories of you on our website and in press releases, presentations, promotional and sales literature, and advertising materials; and (b) identify you as a customer in our published customer list, earnings reports, and in response to third-party inquiries.

22.7.1 If any portion of these Terms is held to be invalid, illegal or unenforceable, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties.

22.8 These Terms, any notices in connection with these Terms, and any guaranty of your obligations under this these Terms constitutes the entire agreement among the parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the parties with respect to the subject matter hereof.

22.9 You consent to be contacted by us and our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to the Services or these Terms, at any telephone number, or physical or electronic address provided by you or at which you may be reached. You agree that we may contact you in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether you or someone else. In the event that an agent or

representative calls, they may also leave a message on your answering machine, voice mail, or send a message via text.

BY CLICKING ACCEPT, YOU AGREE TO THESE WEX SELECT TERMS OF SERVICE, INCLUDING CONSENTING TO RECEIVE ELECTRONIC COMMUNICATIONS AND TO THE ARBITRATION PROVISIONS, AND YOU CERTIFY ALL INFORMATION YOU PROVIDE TO US IN CONNECTION WITH YOUR BUSINESS ACCOUNT IS ACCURATE AND COMPLETE.

Appendix A

Cut-Off Times for ACH Processing

All Entries must be received by us in accordance with the schedule set forth below.

For Same-Day ACH entries, we must receive the Entry by 3:00pm Eastern Time on the intended settlement date.