

WEX BANK BUSINESS ACCOUNT CARDHOLDER TERMS

1. Generally: These are the terms ("Terms") that sets forth the conditions of your corporate cardholder account (the "Account") with WEX Bank (the "Issuer"). Your Account has been established at the request of your company in connection with a corporate card account agreement between the Company and issuer (the "Company Agreement"). Please read these Terms carefully and keep them for your records. You do not need to sign these Terms, but please be sure to sign the back of your Card if you have not already done so.
2. Definitions: In these Terms, the word "Company" refers to the corporation, partnership, proprietorship or other entity that has entered into the Company Agreement pursuant to which your Account has been established and which Company Agreement governs your Account. The words "you" and "your" refer to a person who has received a Card for this Account (and for whom the Company has requested that Issuer open the Account) and any other person who has agreed to be responsible for the Account. The words "we," "us" and "our" refer to Issuer. "PIN" means the identification number associated with the Card. The word "Card" refers to each corporate credit card that is issued on your Account.
3. Accepting These Terms: Your use of the Card (or Card number) and/or your maintenance of the Account confirms your acceptance of these Terms, as amended from time to time. You also agree to abide by all terms, conditions, covenants and agreements applicable to the use of your Account and Card, including, but not limited to, any agreement you may enter into with us or the terms and conditions contained on your Card and on any slips, statements, or other documents provided to you.
4. Using Your Card and Account: You may use your Card to purchase or lease goods or services, or pay amounts you owe, wherever the Card is honored ("Transactions"). Except as otherwise required by applicable law, we will not be responsible for any merchandise or services purchased or leased using your Card or Account.
5. PINs: You are required to keep your PIN confidential. You are liable for any unauthorized use that results if you disclose a PIN, even if the disclosure is inadvertent or unintentional.
6. Denial of Transactions: We are not liable for the refusal of any merchant to accept or honor the Card for any reason, including the inability to obtain authorization for a Transaction or for any failure to complete a Transaction for any reason. We also reserve the right to deny authorization of any Transaction for in our sole discretion.
7. Business Purpose: You agree not to use your Card or Account for any Transaction that is primarily for personal, family or household purposes.

8. **Prohibited or Illegal Transactions:** You agree to use the Card only in accordance with Company's policies and procedures, including, but not limited to, any procedures relating to the submission of expense reports. You may not use your Card or the Account as payment for any Transaction that is illegal, such as online gambling transactions. Display of the Mastercard or Visa logo or other payment card symbol at a merchant location or on the Internet does not mean that the transaction is legal or permitted in the jurisdiction where you are located.
9. **Credit Line:** A credit line will be established for your Account (the "Credit Line"). Your latest Credit Line is always available to you online. You agree not to make any Transaction that would cause the unpaid balance of your Account to exceed your Credit Line. We may honor Transactions in excess of your Credit Line, in our sole discretion. However, we are not required to do so and if we do permit Transactions in excess of your Credit Line you understand that we are not obligated to do so in the future.
10. **Controls:** For security reasons, we and/or your Company may limit the number or dollar amount or type of Transactions that may be accomplished with your Card or Account, and we have the right to limit in our sole discretion authorizations to make Transactions if we consider it necessary to verify your Account.
11. **Obligations on Your Account:** Your use of your Card and Account authorizes us to pay and charge your Account for all Transactions. Unless otherwise arranged between the Company and us, any charges and fees that we may assess will be added to your Account and treated as a Transaction.
12. **Liability:** Periodic billing statements of your Account activity will be delivered to the Company. Subject to the Company's policies, you may be required to repay any amounts paid by Company for Transactions authorized by you that were personal in nature and not a valid business expense.
13. **You should use your best efforts (but in no event less than commercially reasonable efforts) to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction. For any disputes which cannot be resolved with a merchant directly, you or Company may dispute a Transaction if: (a) the amount does not reflect the face value of the Transaction (e.g., based on the amount charged by the merchant or reflected in a receipt from the merchant); (b) the amount being disputed is a fee that is not properly accrued under the Company Agreement; or (c) Company does not believe it is liable for the amount under the Company Agreement.**
14. **Unauthorized Use of Your Card or Account:** If your Card is lost or stolen or if you are afraid someone may use your Card or Account without your permission, you must notify us immediately. You may be liable for the unauthorized use of your Card or Account.

You will not be liable for unauthorized use that occurs after we are notified of the loss or theft of your Card or the possible unauthorized use of your Card or Account either:

- a) verbally by calling us at 1-888-793-3086;
- b) online at www.wexbusinesspayments.com; or
- c) in writing at WEX Bank, Attn: Customer Service, 1 Hancock Street, Portland, Maine 04101.

We may terminate or limit access to your Card or Account if you have notified us or we have determined that your Card may have been lost or stolen, or that there may be unauthorized access to your Account

15. Amendments: We can amend these Terms at any time. We will notify you of what these amendments are as required by applicable law. Subject to the requirements of applicable law, any amendment to these Terms will become effective at the time stated in our notice to you.
16. Termination and Limitation of Rights: Notwithstanding any other provision contained in these Terms, we may terminate your privileges under these Terms or limit your ability to make Transactions at any time. You understand that the Card belongs to us and, upon our request, you must destroy or return your Card to us. You agree that you will not try to make any Transactions after you have been notified that your privilege to use your Card and/or Account has been terminated. You may surrender your Card or terminate your Account at any time. If you do, you must return your Card to us. If you call us, we may require that you confirm your intent to terminate your Account in writing. Termination by you or us will not affect your existing obligations under these Terms.
17. Reissuing Cards: Unless otherwise revoked or terminated, your Card and Account will be valid through the expiration date printed on the face of the Card. We may continue to reissue your Card but are not obligated to do so.
18. Assignment: You may not assign your Account or your rights, responsibilities or obligations under these Terms to any other person or entity. We may at any time and without prior notice to you (unless required by applicable law) assign your Account, these Terms, or our rights or obligations under these Terms to any other person or entity. The person(s) or entity(ies) to whom we make any such assignment shall be entitled to all of our rights under these Terms, to the extent assigned.
19. Delay in Enforcement: We may delay enforcing our rights under these Terms any number of times without losing them.
20. Severability: If any provision(s) of these Terms shall for any reason, including under any applicable law, be held to be invalid, legal or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

21. In the event of a conflict between these Terms and the Company Agreement, the terms of the Company Agreement shall govern.
22. Phone Calls: In the regular course of our business, we may monitor and record phone conversations made or received by our employees or agents. You agree that we will have such right with respect to all phone conversations between you and our employees or agents, whether initiated by you and any of our employees or agents.
23. Cell Phone Numbers: If you provide us with a telephone number that is assigned to a cellular telephone, or if the landline telephone number that you provide to us is subsequently "ported" to a cellular telephone, you understand and agree that we or our agents may call you at that telephone number (including through the use of an automatic telephone dialing system, or using an automated or prerecorded voice) for the purpose of servicing your Account, even if you will incur costs to receive such phone messages.
24. Governing Law: These Terms are governed by and construed in accordance with federal law and the laws of the State of Utah (without reference to choice of law rules).
25. Notices: We will send notices to you or the Company at the address shown in our files.
26. Additional Terms: These Terms include the additional terms and conditions contained in the following documents and such terms as may be provided with WEX online services, each as may be amended from time to time by us.

- [WEX Privacy Notice](#)
- [WEX Cookie Notice](#)