

# SMS TERMS AND CONDITIONS

These SMS Terms and Conditions (“SMS Terms”) govern how WEX and its affiliates (each and collectively, “WEX”) use the phone number you provide to communicate with you about WEX products or services (“Products”). Some of these Products may be offered by WEX in partnership with a third party. By checking the box to agree to receive marketing communications from WEX on the application, registration, or any other WEX webpage, submitting a signed consent form (if applicable), or sending Opt-In Texts (as described below), you agree to receive text messages from WEX via automated or non-automated technology, subject to these SMS Terms. Your consent to these SMS Terms is not required to purchase any WEX Products and you may revoke your consent at any time following the instructions provided below. Capitalized terms not defined herein will have the meanings set forth in the Account agreement between WEX Bank and the business entity receiving Products, if applicable.

- I. **WEX Texting Program.** WEX may send the following types of text messages:
  - A. **Application Status Updates.** If you have submitted an application for Products, you may receive periodic status updates related to your application.
  - B. **Authentication and Password Resets.** WEX may send Text Alerts to authenticate your log-in to WEX mobile or online applications, or to provide password resets.
  - C. **Fraud Alerts.** If you are a customer of WEX using applicable payment Products, you may receive fraud alerts when suspicious activity is identified on your Account. **Using a single phone number for multiple Cards or Accounts may result in a substantial volume of text messages related to suspicious activity. WEX does not guarantee that all potential fraud or unauthorized activity will be detected or that each instance of potential fraud or suspicious activity will generate a text message.**
  - D. **Marketing and Promotions.** If you have opted in to receive marketing and promotional messages, you will receive periodic text messages about Products offered by WEX and discounts, rebates, or other promotions offered by WEX or by third parties authorized by WEX to offer promotions.
  - E. **Other Account Servicing.** WEX may introduce other text message functionality to assist you with accessing or managing any Accounts or Products you receive from WEX.
  - F. **Opting Out.** If you no longer want to receive marketing messages but would like to continue receiving other text communications from WEX, you may reply “11” to any text message you receive from WEX. If you no longer want to receive text messages with application status updates, fraud alerts, or other account servicing messages, you may reply STOP to opt out of both marketing and these servicing messages. You may continue to receive authentication and password reset text messages when you log into your account or take steps to reset your password. You can also send an email to [mobilesupport@wexinc.com](mailto:mobilesupport@wexinc.com) to update your contact preferences. Please note that you may still receive authentication and password reset text messages if you subsequently initiate a password reset or use multi-factor authentication to log into your account. If you are a WEX customer or an authorized representative of a WEX customer, you may

also change your settings using the mobile or web application provided by WEX. If you subscribe to multiple services through a single phone number, we may unsubscribe you from the service that most recently sent you a message and/or respond to your **STOP** message by texting you a request to identify services you wish to stop. After unsubscribing, we may send you a confirmation or your opt-out via text message.

**G.** For additional information, text **HELP** to 29280 or contact 800-516-7523.

- II. Eligibility to Receive Text Alerts.** Text Alerts are open to all persons 18 and older located in the Continental United States (including Washington, DC), Hawaii, and Alaska using a mobile device provided by an Eligible Carrier (defined below). By signing up to receive our text messages, you represent that you are 18 years of age or older and understand the obligations and agree to the terms set forth in these SMS Terms and the WEX [Privacy Policy](#), each of which form binding agreements between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.
- III. Eligible Carriers.** The following list of eligible carriers may be updated from time to time by WEX at its sole discretion: AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina - Manti, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush
- IV. Message and Data Rates.** Depending on your wireless plan, your wireless service provider may charge you for each text message you send and receive. Please consult your wireless service provider regarding their pricing plans as other charges may also apply. Message and data charges may appear on your cell phone bill or be deducted from your prepaid account.
- V. Disclaimers and Conditions.** TEXT ALERTS ARE OFFERED ON AN “AS IS” BASIS AND MAY NOT BE AVAILABLE IN ALL AREAS AT ALL TIMES. WEX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES/INJURIES OR ANY KIND RESULTING FROM ANY DELAYS IN THE RECEIPT OF ANY SMS MESSAGE, LOST, INCOMPLETE, LATE, DAMAGED OR MISDIRECTED MESSAGES; INABILITY TO ACCESS MESSAGES; DIFFICULTIES, FAILURES OR MALFUNCTIONS OF COMPUTERS AND/OR INTERNET CONNECTIONS OR WIRELESS SERVICES OR OTHER COMMUNICATIONS MALFUNCTIONS; INTERRUPTED OR UNAVAILABLE NETWORK, SERVER; FAILED COMPUTER HARDWARE OR SOFTWARE OR OTHER

TECHNICAL FAILURES; GARBLED, LOST, MISROUTED OR SCRAMBLED TRANSMISSIONS; ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN ANY TRANSMISSION OR COMMUNICATION; TRAFFIC CONGESTION OR FOR ANY TECHNICAL PROBLEM WHICH MAY CAUSE THE COMMUNICATION TO BE DISRUPTED OR CORRUPTED; COMPUTER ON-LINE SYSTEMS MALFUNCTIONS; HUMAN ERROR; ANY DAMAGE TO ENTRANTS OR ANY THIRD PERSON'S COMPUTER AND/OR WIRELESS DEVICE, AND/OR ITS CONTENTS RELATED TO OR RESULTING FROM TEXT ALERTS; NOR ANY OTHER LOSS DIRECTLY OR INDIRECTLY CAUSED BY PARTICIPATION IN RECEIVING TEXT ALERTS.

- VI. Electronic Record Consent.** By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying **STOP**, or by sending an email to [mobilesupport@wexinc.com](mailto:mobilesupport@wexinc.com) with "Revoke Electronic Consent" in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, send an email to [mobilesupport@wexinc.com](mailto:mobilesupport@wexinc.com) with contact information and the address for delivery.
- VII. Miscellaneous.** The WEX Texting Program, these SMS Terms, and your consent to them will apply until you revoke your consent regardless of whether you are a current customer of WEX. Data obtained in connection with this service may include Personal Information as defined by applicable law. Please see WEX's [Privacy Policy](#) for more information about our processing of your personal information. WEX reserves the right to modify these SMS Terms at any time.