

Corpay End User License Agreement

Effective Date: July 29, 2022

This Corpay End User License Agreement (“**Agreement**”) governs your use of any website, online service, property, software, or mobile application (the “**Mobile App**”) that incorporates or links to this Agreement (each a “**Site**” and collectively, “**Sites**”). The Agreement is a binding agreement between you and the Corpay Technologies, Inc. entity that owns the Site that you are using (“**Company**,” “**we**,” “**us**,” and “**our**”). The Site is licensed, not sold, to you. By continuing to use our Sites, you agree that such use is legally sufficient consideration under this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SITE, AS IT AFFECTS 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.

BY DOWNLOADING, INSTALLING, REGISTERING WITH, ACCESSING, AND/OR USING THE SITE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE COMPANY’S PRIVACY POLICY (<https://www.corpay.com/privacy-policy/>); (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR USE THE SITE AND, IF YOU HAVE ALREADY DOWNLOADED IT, YOU MUST DELETE IT FROM YOUR DEVICE.

IN ADDITION, BY DOWNLOADING, INSTALLING, REGISTERING WITH, ACCESSING, AND/OR USING THIS SITE AND PROVIDING INFORMATION TO OR THROUGH THIS SITE, YOU CONSENT TO ALL ACTIONS TAKEN BY US AND OUR PARTICIPANTS WITH RESPECT TO YOUR INFORMATION IN COMPLIANCE WITH THIS AGREEMENT.

1. License Grant. Subject to the terms of this Agreement, the Company grants you a limited, non-exclusive, revocable, and nontransferable license to:
 - a. Download, install, register with, access, and use the Site on a device that you own or control (“**Device**”) strictly in accordance with the terms and conditions set forth in this Agreement and, for users of the Mobile App, the usage rules set forth in the terms of use of the applicable App Store from which you downloaded the Mobile App; and
 - b. Access, stream, download, and use on such Device the Content and Services (as defined in [Section 7](#)) made available in or otherwise accessible through the Site, strictly in accordance with this Agreement and the any terms and conditions applicable to such Content and Services as set forth in [Section 7](#).

This Agreement does not grant you an ownership interest in or to the Company’s Content and Services, but only a limited right of use that can be revoked according to the terms of this Agreement. The availability and features of the Company’s Content and Services may vary depending on where you live, which device you are using, or which software or operating system version you have.

2. License Restrictions. You shall not:
 - a. Copy the Site, except as expressly permitted by this Agreement;
 - b. Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Site;
 - c. Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Site or any part thereof;

- d. Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Site, including any copy thereof;
 - e. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Site or any features or functionality of the Site, to any third party for any reason, including by making the Site available on a network where it is capable of being accessed by more than one device at any time;
 - f. Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Site;
 - g. Access the Site by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts, or other mechanisms; or associate, input, upload to, or through the Site any virus, Trojan horse, worm, time bomb, malware, malicious or disabling code, or other computer programming routine (i) that is intended to damage, interfere with, intercept, or expropriate any system or technology of the Company or any of its service providers; or (ii) that infringe the intellectual property rights of another; or
 - h. Use the Site in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, including air traffic control systems or any other transport management systems; safety-critical sites, including medical or life-support systems, vehicle operation sites, or any police, fire, or other safety response systems; and military or aerospace sites, including weapons systems or environments.
 - i. Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Site any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;
 - j. Post to or transmit through the Site any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by the Company;
 - k. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site;
 - l. Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Site.
3. Reservation of Rights. You acknowledge and agree that the Site is provided under license, and not sold, to you. You do not acquire any ownership interest in the Site under this Agreement, or any other rights thereto, other than to use the Site in accordance with the license granted and subject to all terms and conditions of this Agreement. The Company reserves and shall retain its rights, title, and interest in and to the Site, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
4. Collection and Use of Your Information. You acknowledge and agree that when you download, install, register with, access, and/or use the Site, the Company may use automatic means to collect information about your Device and about your use of the Site. You also may be required to provide certain information about yourself as a condition to downloading, installing, registering with, accessing, and/or using the Site. You further acknowledge and agree that the Company will use automatic means to acquire your location in conjunction with using the Site. To learn more about how the Company utilizes the information it collects, please review the Privacy Policy (<https://www.corpay.com/privacy-policy/>).

5. Site Use and Account Registration. To be eligible to use some Sites, you must be a resident of the United States, be 18 years or older, use the Site in the United States, and have an account with a mobile telephone number that you own, control, or has been assigned to you by your employer. We may require certain personal and identifying information to create your account and to verify your identity. When you utilize the Site, even if you have not created a username and password, your phone's device ID will be registered and stored. You agree that the personal and identifying information used to register for the Site and at all other times will be true, accurate, current, and complete, and you agree to maintain and update such information with us as necessary. You may have only one username and password and only one account.
You hereby authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information. We may also ask you to provide additional information and/or documentation about your account usage or identity and/or require you to take steps to confirm ownership of your email address and mobile device number.
6. Feedback. You acknowledge and agree that you may provide to the Company and/or your use of the Site shall result in suggestions, comments, and feedback to the Company regarding the Site, including but not limited to usability, bug reports, and test results (collectively, "Feedback "). Certain Feedback will be provided automatically via your use of the Site and without respect to whether or not you have formally been requested to provide such Feedback. In consideration for your early access to the Site in beta form under this Agreement, and the benefits associated therewith, you hereby irrevocably convey, transfer, and assign to the Company all of your right, title, and interest in and to the Feedback. Furthermore, the Company shall have no restrictions on its use of any Feedback, including any effort by the Company to make, publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease use, copy, modify, sell, distribute, sub-license, and/or create derivative works of the Feedback as part of any product, technology, service, specification or other documentation. Furthermore, you warrant that the Feedback is not subject to any restrictions or limitations that would require the Company to comply with any end user or third-party requirements or obligations with respect to any Feedback.
7. Content and Services. The Site may make available certain products and services from the Company, including but not limited to mobile payment processing (collectively, "**Content and Services**").
Your access to and use of such Content and Services shall require you to acknowledge your acceptance of the terms and conditions of this Agreement and may be made accessible through the Site only with a valid account number, user identification, and password, and your failure to do so may restrict you from accessing or using certain of the Site's features and functionality. You are fully responsible for all activity that occurs under your Site account. All features and services provided within the Site are for convenience only and may not be error-free. **IF YOU HAVE A DISPUTE WITH ONE OR MORE USES OF THE SITE RELATING TO A FUNDS TRANSFER OR PAYMENT, YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH DISPUTE AND YOU HEREBY RELEASE US (AND OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.**
8. Confidential Information. Both during and after the term of this Agreement, you shall keep strictly confidential, and not disclose or use other than as expressly permitted by this Agreement, any non-public information of the Company, including without limitation the Site (collectively, "Confidential Information"). You shall limit your use of and access to the Confidential Information to only that which is necessary for your business use. You shall fully indemnify, defend, and hold harmless the Company against any failure by you to protect Confidential Information in accordance with this Agreement.
9. Geographic Restrictions. Some Content and Services are based in the United States and are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

10. Updates. The Company may from time to time in its sole discretion develop and provide Site updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. For users of the Mobile App, based on your Device settings, when your Device is connected to the internet either:
- The Mobile App will automatically download and install all available Updates; or
 - You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates, and you acknowledge and agree that the Site or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Site and be subject to all terms and conditions of this Agreement. If you do not download and install all Updates, then the Company may terminate your use of the Site or portions thereof.

11. Support and Maintenance. You acknowledge and agree that the Company is not required to provide any support or maintenance services to you related to the Site, nor is any third party, including Apple and Google. Any complaints related to the Site can be sent via email to DRIVENsupport@corpay.com.
12. App Store Provider Third Party Terms. To use the Mobile App, you must download it via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the service provider ("**App Store Provider**"). THE COMPANY IS NOT LIABLE IN ANY WAY FOR, AND MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD PARTY SERVICE.

When you use the Mobile App, you are subject to additional terms from the App Store Provider. These terms may give the Company, and the App Store Provider, additional rights while posing additional obligations or restrictions on you. Please review such terms, you are solely responsible for reviewing and understanding those terms and ensuring you have the latest version.

If you downloaded the Mobile App from the Apple "App Store," you are subject to Apple's Licensed Application End User License Agreement, available at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>. If you downloaded the Mobile App from the "Google Play" store, you are subject to the Google Play Terms of Service available at: <https://play.google.com/about/play-terms/index.html>. If you used a different third party service, check with the applicable App Store Provider to determine what additional terms may apply.

13. Interactive Chat and Chatbots. Some of our Sites may have chat, live support, instant messaging, or similar functionality to serve you better ("Chats"). Chats may allow you to speak to a human representative, a Chatbot (as defined below), or some combination of the two. You should review our Privacy Policy to learn how we treat information that could identify you gathered via a Chat. If you are signed in to an Account while using a Chat, the Chat may link the Account information with you or the Chat interaction. You may not impersonate or attempt to gain information regarding another individual via a Chat. Information provided via a Chat may be inaccurate, and Chats may not always be available or error-free. Chats may be provided by third parties, and you may be entering into a contractual agreement with those third parties when you use the Chat. You should refer to the applicable Chat and its hyperlinks to learn more.

Chats may use interactive, automated computer programs and similar technologies to provide customer service via the Chat ("Chatbots"). Chatbots often work by using "natural language processing" technology to understand your questions and inputs and respond to them with relevant information or follow-up inquiries. Our Chatbots typically identify that you are interacting with a computer program and not a human, sometimes by a "Powered by..." or a similar legend in the Chat or by setting up the Chat in such a way that its apparent that a Chatbot is used. Chatbots use technology to respond to your inputs without human intervention. Although Chatbots are automated, your inputs and responses may be viewed and accessed by our real people, possibly in real time. Be

aware that some Chatbots may connect you to one of our human representatives. A Site may provide features that enable you to get support for certain products including a chat feature, a support email address, or a telephone hotline. Information collected via these support methods is subject to our Privacy Policy. Be aware that communications may be monitored for quality assurance and other purposes. All information you provide to us for purposes of support is considered User Content.

14. Third Party Materials. The Site may display, include, or make available third-party content (including data, information, sites, and other products services and/or materials) or provide links to third-party websites or services ("**Third Party Materials**"). You acknowledge and agree that the Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you; you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
15. Downloads. Some of our Sites may allow you to download certain Content and Services, applications, software, and other information or materials. The Company makes no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with the Company or with a third party (such as a mobile application store).
16. Term and Termination.
 - a. The term of this Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or the Company as set forth in this Agreement.
 - b. Users of the Mobile App may terminate this Agreement by deleting the Mobile App and all copies thereof from your Device.
 - c. The Company may restrict your access to the Site, prohibit your access to the Site, and/or to deactivate your account number, user identification, and/or password at any time in our sole discretion. The company may terminate your use of the Site at any time without notice to you, for any or no reason, and in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. You agree that if your use of the Site is terminated pursuant to this Agreement, you will not attempt to use the Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold the Company from any and all liability that it may incur therefore. Your use of the Site after termination will be a violation of this Section, which survives any termination.
 - d. Upon termination:
 - i. All rights granted to you under this Agreement will also terminate; and
 - ii. You must cease all use of the Site and, for users of the Mobile App must, delete all copies of the Mobile App from your Device and account.
 - e. Termination will not limit any of the Company's rights or remedies at law or in equity.
17. Disclaimer of Warranties. THE SITE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SITES, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. THE COMPANY DOES NOT WARRANT, ENDORSE,

GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY. YOU ACKNOWLEDGE IN THE EVENT OF ANY THIRD-PARTY CLAIM THAT THE SITE OR YOUR POSSESSION AND USE OF THE SITE INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE COMPANY IS NOT RESPONSIBLE FOR THE INVESTIGATION, DEFENSE, SETTLEMENT, AND DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOREGOING.

18. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT THE COMPANY, ITS AFFILIATES, AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO YOU, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS THE COMPANY LIABLE FOR ANY DIRECT DAMAGES, ANY LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE GREATER OF \$100.00 OR THE AMOUNT PAID OR PAYABLE BY YOU, IF ANY, TO COMPANY FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IF YOU DO NOT WISH TO LIMIT LIABILITY TO THIS SUM, IF THE COMPANY AGREES TO WAIVE THIS LIMITATION UPON RECEIVING YOUR WRITTEN REQUEST, AND THE COMPANY AGREES TO PAY AN ADDITIONAL CONSIDERATION OF \$500.00, ADDITIONAL LIMITS OF LIABILITY MAY BE MADE A PART OF THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU AND YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THE FOREGOING.

19. Arbitration. Please read this Arbitration Agreement (as defined below) carefully. It is part of your agreement with the Company 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 the Company related to this Agreement 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 the Company 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 THE COMPANY 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 THE COMPANY, 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 THE COMPANY 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 send a letter requesting arbitration and describing your

claim to our registered agent, Corporation Services Company, 2908 Poston Avenue, Nashville, TN 37203-1312 USA. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. 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, the Company 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 the Company. 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 this Agreement. 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 the Company.

Waiver of Jury Trial. YOU AND THE COMPANY EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and the Company 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 this Agreement 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 the Company over whether to vacate or enforce an arbitration award, you and the Company 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 the Company is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in [Section 22](#) (Governing Law) below.

Opt Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor the Company can force the other to arbitrate. To opt out, you must notify the Company in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: DRIVENsupport@corpay.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us.

20. **Indemnification.** You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, affiliates, and successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, arising from or relating to: (i) your use or misuse of the , (ii) your breach of this Agreement, or (iii) your violation of any laws or regulations or the rights of any third party by you or by any person that you allow to use the Site. Furthermore, you agree that the Company assumes no responsibility for the content you submit or make available through this Site.

21. Export Regulation. The Site may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Site to, or make the Site accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Sites available outside the U.S.
22. U.S. Government Rights. The Site is commercial computer software, as such term is defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the U.S. Government or any contractor thereof, you receive only those rights with respect to the Site as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.
23. Severability. If any provision of this Agreement is found to be illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect to the full extent permitted by law.
24. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule. Except as otherwise set forth in [Section 17](#) (Arbitration) of this Agreement, any legal suit, action or proceeding arising out of or related to this Agreement or the Site shall be instituted exclusively in the federal courts of the U.S. or the courts of the State of Tennessee. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
25. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
26. Consent to Communication. When you use the Site or send communications to us through the Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Site. We may communicate with you through email, through your Site account or by posting notices in the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us.
27. Entire Agreement/Third-Party Beneficiary. This Agreement constitutes the entire agreement between you and the Company with respect to the Site and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Site. Apple or Google, as applicable, depending on your applicable Device, is a third-party beneficiary of this Agreement and may enforce applicable terms in this Agreement against you as a third-party beneficiary. Subject to the respective rights of Apple or Google to enforce applicable terms in this Agreement as a third-party beneficiary, a person who is not a party to this Agreement has no right under any applicable law to enforce any term of this Agreement. Notwithstanding that applicable terms of this Agreement may be or become enforceable by Apple or Google, the terms of this Agreement may be varied, amended, modified or this Agreement may be suspended, cancelled or terminated or rescinded by the Company, without the consent of Apple or Google.
28. Waiver. No failure to exercise, and no delay in exercising, on the part of the Company, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

29. Change of Terms. WE MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME. WE WILL ENDEAVOR TO PROVIDE REASONABLE NOTICE TO YOU OF ANY MATERIAL CHANGES TO THIS AGREEMENT. HOWEVER, YOU ARE RESPONSIBLE FOR REVIEWING THE TERMS OF THIS AGREEMENT FROM TIME TO TIME. ANY CONTINUED USE OF THE SITE AFTER THE EFFECTIVE DATE OF A CHANGE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ANY CHANGES TO THIS AGREEMENT. THE CURRENT VERSION OF THIS AGREEMENT WILL BE MADE AVAILABLE FOR YOUR REVIEW WITHIN THE SITE OR AT: <https://resourcecenter.comdata.com/driven-mobile-app/end-user-license-agreement/>.
30. Terms for Certain Jurisdictions.
- a. New Jersey Residents. If you are a consumer residing in New Jersey, the following provisions of these Terms and Conditions do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranties; (b) Limitation of Liability; (c) Indemnification; and (d) Arbitration and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.
 - b. California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
31. How to Contact Us. If you have questions or concerns regarding this Agreement or your Site account, or any comments that you would like us to consider, please email us at: DRIVENSsupport@corpay.com.