Terms and Conditions

7-Eleven Fuel Pass and 7-Eleven Fuel Card

Table of Contents

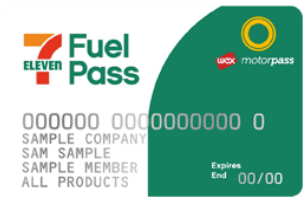
A: 7-Eleven Fuel Pass Terms and Conditions of Account (Powered by WEX Motorpass) 2

B: 7-Eleven Fuel Card Terms and Conditions of Account..... 22

C: 7-Eleven Fuel Pass / 7-Eleven Fuel Card Ongoing Discount Offer Terms and Conditions 36

D: Secure Pay Terms and Conditions 39

A: 7-Eleven Fuel Pass Terms & Conditions



Before you apply for an Account you should read this document and the Fee Schedule carefully and ensure that any Additional Cardholder does likewise. You and any Additional Cardholder should also read the Important Security Information and the Privacy Notification, which appear at the end of this document.

1. Application of terms

1.1 The Account and all Cards are offered to you on the terms set out in this document (which includes the Important Security Information and Privacy Notification at the end of this document) and the Fee Schedule (**Terms**). The Terms govern the use of any Card and all transactions on the Account.

1.2 You agree to be bound by these terms on the occurrence of any of the following:

(a) signing an application form referring to these Terms;

(b) making an online application for an Account and, as part of that online application, agreeing to these Terms;

(c) by the first use of your Account (this may be by a transaction initiated by you or an Additional Cardholder).

1.3 If you do not agree to the Terms, cut any Card that we have provided to you into two pieces and return it to us. If you do this your Account will be cancelled.

2. Use of card

2.1 We may require you to activate a Card prior to use. If we do, instructions on how to activate a Card will be provided to you with the Card.

2.2 You authorise us to charge to your Account any transaction using a Card.

2.3 Cards may only be used to purchase goods and/or services supplied by a Merchant where those goods or services will be used wholly or predominantly for business purposes.

2.4 A Card must not be used:

(a) to purchase goods and/or services that will be used wholly or predominantly for personal, domestic or household purposes;

(b) for any unlawful purpose;

(c) by any person other than you or an Additional Cardholder;

(d) if there is a Nominated Vehicle, to purchase any goods or services that are not related to the Nominated Vehicle.

2.5 We may refuse a transaction using a Card:

(a) if the Card or your Account has been closed, cancelled or suspended under clause 11;

(b) if the transaction would cause the Expenditure Balance to exceed the Expenditure Limit;

(c) to protect you or us from fraud or other loss; or

(d) where we have reasonable grounds to believe that:

(i) the Card is being used in the circumstances described in clause 2.4; or

(ii) the transaction will breach the law of Australia or any other country.

2.6 Each Card is our property and remains so at all times. Unless otherwise provided for under these Terms, you must not alter or deface a Card. You must return a Card to us immediately on any demand or request being made by us or in any other circumstances set out in these Terms.

2.7 Cards are not transferable.

2.8 Expired cards must be destroyed.

3. Additional cardholders

3.1 You can ask us to issue Cards to other persons you nominate for the purpose of charging transactions to your Account. These persons will be known as Additional Cardholders.

3.2 When you ask us to issue Cards to an Additional Cardholder, you represent and warrant to us that the Additional Cardholder is 18 years of age or older.

3.3 If a Card is issued to an Additional Cardholder, all transactions authorised by the Additional Cardholder will be treated as having been authorised by you and you will be responsible for them.

3.4 You can cancel an Additional Cardholder's authority to charge transactions to your Account by:

(a) giving us notice in writing; and

(b) doing one of the following:

(i) returning their Card to us;

(ii) satisfying us that the Card has been destroyed; or

(iii) satisfying us that you have taken all reasonable steps to procure the Card's destruction or return to us.

3.5 You remain liable for an Additional Cardholder's transactions until you notify us in writing under clause 3.4.

3.6 You are responsible for ensuring that Additional Cardholders comply with the Terms and that a copy of the Privacy Notification has been provided to each Additional Cardholder.

4. Expenditure limits

4.1 We will notify you of the Expenditure Limit at the time you open the Account.

4.2 We may vary the Expenditure Limit in accordance with clause 16.

4.3 You must not allow the Expenditure Balance to exceed the Expenditure Limit. If it does:

(a) we will charge you a fee as set out in the Fee Schedule; and

(b) you must immediately pay us the amount by which the Expenditure Balance exceeds the Expenditure Limit.

4.4 You can ask us to increase your Expenditure Limit (either permanently or temporarily). If we agree to your request, we will charge you a fee as set out in the Fee Schedule.

5. Fees and charges

5.1 You must pay us the Fees in the amounts and at the times set out in the Fees Schedule or as otherwise specified in these Terms.

5.2 All Fees payable by you under these Terms will be charged to your Account and will appear on your statement of account.

5.3 You are responsible for all government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in connection with your Account, any amount payable under the Terms, any transaction entered into in relation to a Card or the supply of anything under the Terms or in connection with your Account. These amounts will be charged to your Account and appear on your statement of account.

5.4 We may introduce new Fees or change existing Fees in the circumstances set out in clauses 16 and 17.

6. Invoicing and payment of amounts charged to your account

6.1 We will send you statements of account at the frequency selected by you in your application or as otherwise notified by us to you. Each statement of account will state

a payment due date which will be a specified number of days after the date of that statement as specified in the application or otherwise notified by us to you.

6.2 The statement will show the total amount owing being:

(a) amounts charged to your Account during the period covered by that statement (including transactions using a Card and Fees incurred during the statement period); and

(b) any unpaid amount from previous statements; less

(c) any refunds or other credits to your Account during the period covered by the statement.

6.3 You must pay the total amount owing shown on your account statement in full no later than the due date set out in the statement of account provided that any overdue amount set out in your statement must be paid immediately.

6.4 The total amount owing must be paid even if you have disputed transactions or amounts shown in the statement of account. To dispute a transaction or amount shown in the statement of account see clause 7.

6.5 You can pay us using the methods set out in your statement of account.

6.6 If you do not pay the total amount owing shown on your statement in full by the due date shown within your statement, we will charge the late payment fee (set out in the Fee Schedule) to your Account.

6.7 You should only pay us the total amount owing shown on your statement. If you do pay us more, we will apply it towards amounts that are charged to your Account after the date of payment or to any amounts you owe us. If no further amounts are charged to your accounts with us before your accounts are closed, we will return this amount to you.

6.8 Payments will not be treated as being received until their value is credited to your Account. All payments and part payments received will be first applied against any overdue amounts and then to any current balances on your Account.

6.9 You must make all payments in full without deduction for set-off or counterclaim (including any claim relating to a disputed transaction).

6.10 We can set-off any amounts we owe you against amounts you owe us.

6.11 All payments must be made in Australian currency.

6.12 If you pay us in a currency other than Australian dollars we can convert the amount you pay into Australian dollars at the rate and cost determined by us acting reasonably. After conversion, if the funds are less than the amount you owe us, you agree to pay us the difference. You also agree to pay us any costs or losses we incur in converting the payment into Australian dollars.

6.13 If a payment in connection with the Terms is unenforceable, then we are immediately entitled to the rights we had to the money owing by you immediately before the payment.

6.14 If you make a payment to us which we treat as an Other Payment (as defined in clause 28 below), we hold the amount of that Other Payment on bare trust for you on the terms of this clause 6.14. We have no obligations as trustee other than to deal with the Other Payment in accordance with this clause 6.14. We can, if so indicated in any statement of account or otherwise in our discretion, apply by way of set off at any time that Other Payment or any part of it in or towards satisfaction of any amounts you owe us. We have no obligation to pay or otherwise apply the amount of that Other Payment to you or for your benefit, and no debt is due and payable by us to you in respect of that amount, other than:

(a) where your Account is cancelled or closed in accordance with these Terms and we apply by way of set-off that Other Payment or any part of it in or towards satisfaction of any amounts you owe us; or

(b) where your Account is cancelled or closed in accordance with these Terms and you owe no obligations to us.

7. Disputed transactions

7.1 It is your responsibility to check your account statement carefully as soon as you receive it and immediately notify us of any errors or unauthorised transactions. We are not required to accept a claim if it is made more than sixty days after the statement date.

7.2 You must provide all information that we reasonably request to allow us to consider your claim. This may include statutory declarations and copies of any dockets or receipts.

7.3 We will investigate your claim and advise you in writing of the outcome of our investigation. If we decide that your Account has been incorrectly charged, we will adjust your Account.

8. Lost or stolen cards

8.1 You must immediately notify us by phone or in writing if a Card is lost or stolen or if you have not received a Card, we have sent you. If you notify us by phone, you must give us notice in writing of the time, date and person you spoke to.

8.2 If a Card is lost or stolen, you may request a replacement Card. We may refuse to provide you with a replacement Card if we consider that you or an Additional Cardholder has failed to exercise reasonable care.

9. Your liability for transactions on the account

9.1 Except in the circumstances set out in clause 9.3 you are liable for all transactions charged to the Account (regardless of whether the transaction is made by you or an Additional Cardholder).

9.2 Your liability under clause 9.1 includes where an amount is charged to the Account in connection with a Card that:

(a) is used in the circumstances described in clause 2.4 or in any other way that is not permitted under the Terms;

(b) is used by an Additional Cardholder where you have withdrawn the Additional Cardholder's authorisation but we have not received notice of that withdrawal in writing from you under clause 3.4;

(c) is lost or stolen and the transaction occurs before you have given us notice or you do not give us notice that the Card is lost or stolen;

(d) is suspended or cancelled and the amount is charged to the Account before the Card is suspended or cancelled or after the Card is cancelled if that Card is not destroyed or returned to us;

(e) you or the Additional Cardholder have not signed (where the Card includes a signature panel), or the Card does not include a name and or signature panel and the transaction arises through the fraudulent or unauthorised use of the Card;

(f) you, or an Additional Cardholder, fail to ensure that transaction details are correct.

9.3 You are not liable for transactions charged to the Account as a consequence of our fraud, gross negligence or wilful misconduct.

9.4 You must provide us with any evidence we ask or that is reasonably necessary to support any claim for limited liability within 10 Business Days of us asking for it under this clause 9.

10. Default

10.1 You are in default if:

(a) a payment required to be made under these Terms is not made on time;

(b) you or a guarantor is insolvent, goes into bankruptcy, voluntary administration, other insolvency process or arrangement, or no longer has legal capacity;

(c) any of the following circumstances occur and have a Material Impact:

(i) enforcement proceedings are taken against you or a guarantor or your or their assets by another creditor;

(ii) you cease, suspend or threaten to cease or suspend a substantial part of your business;

(iii) we believe on reasonable grounds that you, an Additional Cardholder or a guarantor has not complied with the law or any requirement of a statutory authority;

(iv) you, an Additional Cardholder or a guarantor give us information or make a representation or warranty to us which is materially incorrect or misleading (including by omission);

(v) you or an Additional Cardholder use a Card in breach of clause 2.4;

(vi) you, an Additional Cardholder or a guarantor do not provide us with information we reasonably require (for example information required to meet our obligations under applicable laws).

10.2 If you are in default we will send you a default notice specifying the default, and if it can be remedied, how it may be remedied and how long you have to remedy it.

10.3 If you do not remedy the default within the time specified in the default notice or if it is not capable of remedy then immediately on receipt of the notice:

(a) all amounts that have been charged to your Account and all other amounts which are due for payment or will become due for payment (including amounts which have been accrued or charged but not yet charged to your Account) will become immediately due and payable; and

(b) we may close your Account, cancel all Cards and exercise our rights under the Terms and at law.

10.4 You must pay us all reasonable enforcement expenses we or our agents incur in exercising our rights because of your default, and we may charge those expenses to your Account.

11. Closure of your account and cancellation of card

11.1 You may close your Account by giving us 10 Business Days' notice in writing.

11.2 We may close your Account:

(a) by giving you 10 Business Days' notice in writing; or

(b) effective immediately in the circumstances set out in clauses 10.3(b), 14.3 and 15.2.

11.3 If we close your Account, we will also cancel all Cards.

11.4 If a Card is cancelled:

(a) you must cease using that Card immediately, or take reasonable steps to ensure that the Additional Cardholder who holds that Card immediately ceases using it;

(b) you must return to us that Card (cut in half) or satisfy us that the Card has been destroyed;

(c) you will remain liable for amounts charged to your Account in connection with the Card in accordance with clause 9.

11.5 If your Account is closed:

(a) all amounts owing by you under these Terms become immediately due and payable (including amounts that have been accrued or charged but not yet debited to your Account);

(b) you must cease using all Cards immediately, and must take reasonable steps to ensure that any Additional Cardholders immediately cease using all Cards;

(c) you must return to us all Cards (cut in half) or satisfy us that all Cards have been destroyed.

11.6 We may at any time without notice:

(a) suspend either or both your Account and your, or an Additional Cardholder's, right to use a Card; or

(b) cancel a Card,

to protect you or us from fraud or other loss, if we consider it necessary to meet our obligations under applicable law, where we have reasonable grounds to believe that your use of our services breaches the laws of Australia or any other country or if you are in default under clause 10.1. We will advise you as soon as practicable if we do so. Until any suspension is lifted, you and some or all of your Additional Cardholders (as appropriate) may not use the suspended Account or Card. The suspension of your Account or Card does not otherwise affect or limit your obligations under these Terms.

12. You indemnify us

12.1 You agree to indemnify us, our directors, officers and agents ("**indemnified parties**") against any losses, liability, damages, costs or expenses:

(a) incurred by any indemnified party arising out of, or in connection with, a breach by you of the Terms; or

(b) arising from any unauthorised transaction or fraud, except to the extent arising from the fraud, negligence or wilful misconduct of us, our employees, officers, agents or contractors.

12.2In this clause, "you" includes a person who we reasonably believe to be you, or an Additional Cardholder.

12.3 This indemnity is a continuing obligation independent of your other obligations under the Terms. It continues after these Terms end. It is not necessary for us to incur expense or make payment before enforcing the indemnity.

13. Our liability to you

13.1 We are not liable to you or any Additional Cardholder for any liability, damages or loss arising from, or any costs or expenses relating to any of the following (except to the extent resulting from or caused by our fraud, gross negligence or wilful misconduct):

(a) the suspension or cancellation of a Card;

(b) the suspension or closure of your Account;

(c) any refusal by us to accept a transaction using a Card;

(d) any refusal by a Merchant to accept a Card;

(e) any goods or services acquired in connection with the use of a Card;

(f) any act or omission of us, our officers, agents or employees;

(g) any unauthorised transaction or any fraud or dishonesty of anyone other than us;

(h) any error or omission in a statement of account that you do not bring to our attention within 60 days following receipt of the statement of account;

(i) any exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy under the Terms;

(j) any loss sustained by you as a result of us taking action under the Terms or your failure to meet your obligations;

(k) any failure by you or an Additional Cardholder to comply with these Terms;

(l) any loss of an indirect, special or consequential kind; or

(m) any other event or circumstance that we cannot reasonably control.

13.2 We do not exclude or limit the application of any legislation where to do so would contravene the legislation or cause any part of these Terms to be void. Liability for a breach of any provision implied by law that cannot be excluded is limited to replacement of goods (in the case of goods) or resupply of services (in the case of services).

14. Bond

14.1 We may ask you to pay an amount as a bond for your Account. We may apply the bond towards any amount that you owe us under these Terms.

14.2 We may change the amount we require from you as a bond from time to time in accordance with clause 16.

14.3 If you do not provide a bond (or any additional amount of bond we call for) within five Business Days of us asking for it, we may close your Account or cancel your Card in accordance with clause 11.

14.4 We will keep your bond while your Account remains open (unless we decide to return part or all of it earlier). We will not pay you any interest on the bond, and we do not hold the bond on trust for you.

14.5 Once your Account is closed, we will return the bond to you once we are satisfied that:

(a) you have requested the return of the same amount as the bond you paid to us;

(b) you do not owe us any amount under these Terms; and

(c) you have either destroyed all Cards or returned them to us.

15. Guarantee

15.1 We may ask you to arrange for a third party to guarantee your obligations under these Terms.

15.2 If you do not provide us with the guarantee we ask for, we may close your Account or cancel your Card in accordance with clause 11.

16. Changes to these terms

16.1 Subject to clause 16.3 and to clause 17, we may vary these Terms at any time by giving you not less than 30 days' notice unless a shorter period is required to comply with laws.

16.2 In varying this agreement under clause 16.1, we can only make the following changes:

(a) introduce a new Fee (except where clause 17 applies) or change the amount or method of calculation of any Fee;

(b) changes which we reasonably consider will benefit you, are neutral to you, or are not materially adverse to you;

(c) changes that are administrative or minor, or correct a mistake or omission;

(d) reasonable changes that reflect changes to our business, services, products or technological systems, but are not materially adverse to you.

16.3 We may vary these Terms at any time without notice and with immediate effect where we need to make any of the following changes:

(a) change the Expenditure Limit or the amount of any bond or guarantee where:

(i) it is necessary to protect you or us from fraud; or

(ii) to manage our financial and or credit risk;

(b) change the frequency with which we send you statements of account or the number of days after the date of the statement of account that payment is due (the due date) where we determine it is reasonably necessary having regard to the risk associated with your Account;

(c) changes required to be made to your Account, your invoicing frequency, payment terms or these Terms in order to manage or protect our risk including, without limitation, our financial, credit or reputational risks;

(d) changes required to be made to comply with any law or guidance or requirements of a regulator or our insurer(s).

16.4 Where we vary the Terms under clause 16.3 we will provide you with notice of the change as soon as reasonably practicable.

16.5 Notice required under this clause 16 will be given in accordance with clause 19.

17. Additional services and products

17.1 We may offer you additional services and products from time to time (**Additional Services**).

17.2 If Additional Services are subject to additional terms and conditions or Fees (**Additional Service Terms**), we will publish them on our website at https://www.wexinc.com/en-au/terms-and-conditions/ and https://www.wexinc.com/en-au/fee-schedules/.

17.3 If this document is in force at the time an Additional Service is introduced, we will also provide you with written notice of the Additional Service Terms.

17.4 Subject to clause 17.6, Additional Service Terms become legally effective and binding and are incorporated into these Terms upon publication under clause 17.2 or notification to you under clause 17.3 (if applicable), whichever occurs first (**Effective Date**).

17.5 If there are additional Fees associated with any Additional Services, these will be deemed to have been added to the Fee Schedule on the Effective Date.

17.6 If You or any Additional Cardholder accesses or uses any Additional Service, you will be deemed to have accepted the relevant Additional Service Terms.

18. Changes to your information

You must immediately notify us in writing of a change in your name or address. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

19. Service of notice

19.1 When we send you a notice or statement, we may do so by any of the following:

(a) by mail addressed to you at your last known address;

(b) by email to the address notified by you to us; or

(c) by posting the information for retrieval on our website after notifying you by email that it is available.

19.2 When you send us a notice, you may do so by any of the following:

(a) by mail addressed to Client Services Manager, GPO Box 5342 Melbourne VIC 3001; or

(b) by email to the address notified by us to you.

19.3 A notice or statement will be deemed to have been received:

(a) in the case of delivery by post, three Business Days after the date of posting;

(b) in the case of delivery by hand, when delivered; and

(c) in the case of delivery by email, when sent to the computer system or the email account (without receiving an unsuccessful send report from the sender's email server) during business hours.

19.4 Any notice received, or taken to be received, on a day that is not a Business Day or after 4pm (AEST) on a Business Day is taken to be received at 9am (AEST) on the following Business Day. Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law. For the purpose of providing notice, our contact details are (unless we notify you otherwise):

(a) Client Services Manager, GPO Box 5342 Melbourne VIC 3001

(b) Phone: 1300 366 109

19.5 For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 18) the details provided in your application for the Account.

20. Assignment of rights

20.1 You cannot assign your rights or obligations under the Terms.

20.2 We may assign, transfer or otherwise deal with our rights and obligations under the Terms. This will not affect your rights or obligations under these the Terms.

20.3 You consent to us disclosing any information or documents relating to you we consider necessary to assign our rights and obligations, manage the assigned Terms and assess your total liabilities to us.

21. Exercise of our rights

If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later.

22. Effect of legislation

Any present or future legislation which varies our obligations in the Terms so as to adversely affect our rights, powers or remedies is excluded, except to the extent that its exclusion is prohibited by law.

23. Void or unenforceable terms

23.1 If a court or any other tribunal or authority finds any of the Terms to be void or unenforceable, the remaining Terms continue to apply.

23.2 This clause has no effect if it would alter the basic nature of these the Terms or is contrary to public policy.

24. Applicable law

The Terms are governed by the laws in force in Victoria. You and we submit to the exclusive jurisdiction of the courts of Victoria.

25. Force majeure

25.1 If a party is prevented from carrying out its obligations under the Terms as a result of a Force Majeure Event, it will promptly notify the other party. While the Force Majeure Event continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.

25.2 The party prevented from carrying out its obligations as a result of the Force Majeure Event must take all action reasonably practicable to resume performance and mitigate any loss associated.

25.3 If a party is prevented from carrying out its obligations due to a Force Majeure Event for a period of three months or more, we can close your Account with 30 days' prior written notice.

26. Provision of information

26.1 You agree to provide any information or documents we may reasonably request about you or an Additional Cardholder to enable us to meet our regulatory requirements including any regulatory and compliance obligations under certain international laws, rules and obligations (**Our Obligations**).

26.2 To meet Our Obligations, we may need to:

(a) disclose your personal information to third parties to understand the risks associated with providing an Account to you;

(b) delay, block or refuse transactions where we have reasonable grounds to believe that the transaction(s) breaches Australian law or the law of any country;

(c) from time to time, require additional information from you (including, without limitation, identification for any relevant individuals, including, if applicable, individuals of a partnership) to assist us in meeting Our Obligations and you agree to provide us this additional information, and you agree that you must not initiate, engage in or effect a transaction that may be in breach of Australian law or the law of any other country.

26.3 Any personal information provided to us under clause 26.2 will be handled in accordance with our Privacy Policy available at https://www.wexinc.com/en-au/privacy/.

27. Electronic communication and e-signature

27.1 You agree that, to the extent you provide us with any documentation or other communication by electronic transmission we are entitled to rely upon and accept that documentation or communication as an original document or communication to the extent necessary.

27.2 You acknowledge and agree that your application (including your agreement to these Terms) and any other documentation required to be signed by you in relation to the use of your Card or Account or under these Terms, may be executed by electronic signature, which is considered as an original signature for all purposes and has the same force and effect as an original 'wet-ink' signature. You agree that an 'electronic signature' includes, without limitation, faxed or electronically scanned and transmitted versions of an original signature or the use of an e-signature software that uses a digital identifier.

28. Definitions

Account means the account we set up in your name to record transactions using any Card and any Fees payable by you under the Terms.

Additional Cardholder means a person, of 18 years of age or more, nominated by you to be issued with a Card.

Additional Services has the meaning given in clause 17.2.

Additional Service Terms has the meaning given in clause 17.2.

Business Day means a weekday including local public holidays but excluding holidays observed on a national basis.

Card means any card (including any plastic or 'virtual' card) issued by us to you or an Additional Cardholder that allows you or an Additional Cardholder to charge transactions to your Account.

Effective Date has the meaning given in clause 17.4.

Expenditure Balance means, at any time, the total of all amounts that have been charged to your Account but which have not been paid.

Expenditure Limit means the amount notified by us to you from time to time in accordance with clause 4.

Fee Schedule means the schedule of Fees which is available at https://www.7eleven.com.au/fuel/7-Eleven-fuel-cards.html.

Fees means any fees or charges that are payable by you under the Terms.

Force Majeure Event means any event beyond the reasonable control of the party effected by it including an act of God, earthquake, cyclone, fire, explosion, flood, drought or other natural disaster, war (declared or undeclared), invasion, act of a foreign enemy, acts of terrorism, nuclear disaster, pandemic, epidemic, a labour dispute other than a labour dispute that only involves the party's personnel, confiscation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority, but excluding changes in law.

Material Impact means a material impact on:

(a) your ability to meet your obligations under this Agreement;

(b) our credit or security risk (or our ability to assess these);

(c) our legal risk.

Merchant means a person authorised by us or our agent to accept a Card as the means of payment in relation to the supply of goods and/or services by that person.

Nominated Vehicle means the vehicle (if any) specified on the Card.

Other Payment means a payment to us which we do not treat as a payment of a balance on the Account or other amount due and payable to us, which payment also includes the amount remaining at any time after any set-off by us.

Terms means the terms set out in this document (which includes the Important Security Information and Privacy Notification at the end of this document), any applicable Additional Service Terms and the Fee Schedule.

We and **us** means WEX Australia Pty Ltd ACN 005 970 570 and its successors and assigns.

You means the holder of the Account and in relation to the Important Security Information and Privacy Notification also includes the Additional Cardholder.

Important security information

Below are a series of important security tips you should follow when using your Card.

You are solely liable for any Cards we have issued on your Account, and for their use. This is so even if a charge is incurred by an Additional Cardholder, and, in certain circumstances, where a charge is incurred after a Card was lost or stolen.

You are responsible for keeping all Cards, including any Personal Identification Number (**PIN**), safe and for ensuring they are only used in accordance with these Terms and only for authorised transactions.

If we print a name on a Card, it must be used by that person (the cardholder). You may not transfer the Card to a person other than the cardholder.

We may require a sample of the cardholder's signature before we provide a Card to that person.

Where the Card does not include a name and or signature panel, you will be liable for all charges incurred by fraudulent or unauthorised use of the Card except where you have notified us that the Card has been lost or stolen.

Where the Card includes a signature panel, the cardholder must immediately sign the Card in the marked space when they receive it, before they use it. If the cardholder does not sign the Card, you will be liable for all charges incurred by fraudulent or unauthorised use of the Card.

You must destroy invalid cards. If your Card (the invalid card) permanently ceases to be valid (for instance, if the expiry month has passed or it is materially damaged), or if you receive a Card which replaces the invalid card, you must destroy the invalid card.

Privacy notification

By applying for and using a Card you are providing personal information to enable us to assess your application for a Card. Without this information, we may not to be able to process your application.

By submitting the Application, or using the Card, you agree that, subject to the *Privacy Act 1988* (Cth), for the primary purpose of assessing your application and administering the Card arrangements, we may:

(a) give to a credit reporting agency personal information about you contained in the Application or otherwise lawfully acquired by us and which is permitted to be kept on a credit information file;

(b) obtain a credit report containing information about you from a credit reporting agency for the purpose of assessing your application or for the purpose of collecting overdue payments relating to your Account;

(c) give your personal and/or financial information to a credit reporting agency for the purpose of conducting periodic reviews of your credit and financial arrangements after we have provided you with an Account. We will conduct these reviews periodically for as long as your Account remains active;

(d) exchange information about you with any credit providers named in your commercial credit report issued by a credit reporting agency:

(i) to assess an application by you;

(ii) to notify other credit providers of a default on your Account by you;

(iii) to exchange information with credit providers as to the status of your Account including where you are in default; or

(iv) to assess your financial worthiness, and you understand that the information exchanged can include anything about your financial worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988* (Cth);

(e) produce the Application or a reproduction of it as evidence of this Application for a Card and agreement to the Terms;

(f) use your personal information for additional purposes including planning, product development, partner offers, promotions and customer research;

(g) provide you with, or arrange for one of our partners to provide you with, marketing information including special offers for Cardholders (if you do not wish to receive any marketing offers, please call us on 03 9274 9100);

(h) exchange information about you with your nominated referees or any person who has introduced you to us;

(i) in the case of a Card that is co-branded or fully branded with a WEX partner, disclose and exchange any information about you (including but not limited to your personal information and any consents obtained) and once approved, information about your Account and use of the Card to that partner and to enable that partner to provide you with marketing including offers, promotions and customer research;

(j) disclose and exchange your information (including your personal information) to any of our related entities, alliance partners, referral partners and service providers (whether based in Australia or otherwise), and once approved, disclose and exchange information about your use of the Card or Account to any of those parties for the purposes of providing your Card or Account and any other services under these terms and conditions;

(k) disclose and exchange to any of our related entities, alliance partners, referral partners and service providers (whether based in Australia or otherwise) including (without limitation) bankers, electronic interface switch providers, roadside assist service providers, printers, insurance companies, mail houses, solicitors, auditors, professional advisers and debt recovery agents with whom we have a contract such of the personal information as is necessary by us to enable us to provide and manage your Account or to promote or improve our or their products and services; or

(l) disclose your personal information to organisations located overseas. These organisations may be located in the United States, Singapore, India, New Zealand and Europe.

We acknowledge that you can, without charge, request a copy of your personal information about you held by us by writing to us at WEX Australia Pty Ltd., GPO Box 5342, Melbourne, VIC 3001. You can obtain more information about how we collect, store, use and disclose personal information by accessing our Privacy Policy on our website at https://www.wexinc.com/en-au/privacy/.

WEX Australia Pty Ltd ABN 68 005 970 570

Effective 22 September 2023.

7-Eleven Fuel Pass Fee Schedule

7-ELEVEN FUEL PASS FEES (Extended Network)	
Description	**Amount (excl. GST)**
Monthly card fee	$2.50 per card
Out of network fee	$0.75 per transaction outside of 7-Eleven fuel stores

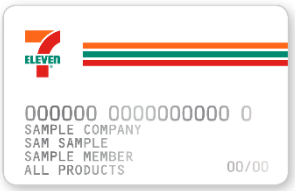
GENERAL FEES	
Description	**Amount (excl. GST)**
New card fee*	One-off cost of $8.00 per new card issued (in addition to the standard monthly card fee)
Replacement card fee	$8.00 per card
Express card delivery fee	$10.00 per envelope
Email statement fee	$0.00 per statement
Paper statement fee	$5.95 per statement
Quarterly Activity Report fee	$12.73 per card per annum
Annual Activity Report fee	$15.00 per card per annum
Statement retrieval fee	$10.00 per statement
Voucher retrieval fee	$10.00 per voucher

PAYMENT FEES	
Description	**Amount (excl. GST)**
BPAY processing fee	$0.90 per transaction
Late payment fee	$60.00 administration fee plus a late payment fee of 5.82% of the overdue amount
Account suspension fee	$60.00 + 1% of account balance per suspension
Over limit fee	$60.00 plus 4.1% of over limit amount
Dishonored payment fee	$40.00 per instance
Debt collection referral fee	$50.00 per instance
Reconciliation processing fee	$25.00 per hour (minimum charge)

* Fee charged in month of issue for each new card issued after initial card order at time of opening a new account.

Effective: 1 October 2026

B: 7-Eleven Fuel Card Terms & Conditions



1. Application of terms and conditions, definitions and interpretation

These terms and conditions govern the use and operation of your Account and any and all Cards. You acknowledge and agree that your use of the Card and the Account will be bound by these terms and conditions. Before using a Card or authorising the use of any Card you should read these terms and conditions carefully. If you do not understand any of these terms and conditions, please speak to our staff by telephoning the number below. Please ensure you retain a copy of these terms and conditions for future reference. Should you prefer to not accept these terms and conditions you must immediately cut all Cards in half and promptly return them to us and not use the Account in any way.

In these terms and conditions, the following definitions and rules of interpretation apply unless the context requires otherwise:

Account means the Account opened by us in your name;

Accountholder means the person in whose name the Account is maintained;

Additional Card means a Card issued at your request and at our discretion to a person other than you;

Application means the original, and any subsequent, application made by an applicant to open the Account which may be in writing, via the Internet or made verbally to one of our telephone operators;

Balance means all transactions made using a Card charged to your Account and includes all purchases, fees and other amounts that you have agreed to pay us or are liable for under these terms and conditions;

Business Day means a weekday that is not a public holiday or bank holiday in Melbourne;

Card means each 7-Eleven Account Card, Additional Card, replacement Card or other Card as we may determine from time to time that is issued by us for use in relation to your Account (a card may or may not bear the name of the Cardholder and may be with or without a signature panel);

Cardholder means you and any person authorised by you from time to time to use a Card;

Expenditure Balance means, at any time, the total of all amounts that have been charged to your Account but which have not been paid;

Expenditure Limit means the amount notified by us to you from time to time in accordance with clause 9 as being the maximum allowable Expenditure Balance of the Account;

Fee Schedule means the schedule of fees attached to these terms and conditions which form part of the terms and conditions of account including any variation to it;

Late Payment Charge means the amount charged to you if you do not pay the Balance on or before the date specified in a Statement or an amount charged to your Account when demanded by us;

Merchant means a person authorised by 7-Eleven Stores Pty Ltd (ABN 48 005 299 427) to accept a Card as the means of payment in relation to the supply of goods or services (or both) by that person;

7-Eleven means 7-Eleven Stores Pty Ltd (ABN 48 005 299 427)

Nominated Vehicle means, in relation to a Card, the vehicle (if any) specified on that Card;

Notification Event means if:

- you cease, suspend or threaten to cease or suspend the conduct of all or a substantial part of your business or dispose of or threaten to dispose of a substantial part of your assets;
- an administrator is appointed over you or any of your assets or an application or order is made, proceedings are commenced, a resolution is Carded or proposed in a notice of meeting, an application to a court is made or other steps are taken for you to enter into an arrangement, compromise or composition with or assignment for the benefit of your creditors or a class of them;
- you are an individual, you appoint a trustee pursuant to the *Bankruptcy Act 1966* (Cth)or a petition for your bankruptcy is issued (except where the petition is no longer in force); or
- you are a company, an application or order is made, proceedings are commenced, a resolution is Carded or proposed in a notice of meeting, an application to a court is made or other steps are taken for your winding up, deregistration, dissolution or administration or for the appointment of a receiver or receiver and manager over any of your assets;

Statement means a statement issued by us pursuant to these terms and conditions;

we, our, us means WEX Australia Pty Ltd (ABN 68 005 970 570) and their respective successors and assigns; and

you and **your** means the Accountholder.

Headings are for convenience only and do not affect interpretation. The singular includes the plural and conversely. A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

2. Opening of Account, issue of Cards, and charging of amounts

If we accept your Application, we will open an Account in your name. If you are a corporation or partnership the Account will be opened in the name of that corporation or partnership. Upon opening the Account, we will, at our discretion, issue the Cards you applied for. At your request we may, at our discretion, issue Additional Cards from time to time. Any amount payable under these terms and conditions will be charged to your Account and recorded in a Statement.

3. Acceptance and application of terms and conditions

You will be deemed to have accepted these terms and conditions on the occurrence of any of the following:

- signing an Application form referring to these terms and conditions which is accepted by us; or
- verbally applying for a Card and agreeing to be bound by these terms and conditions; or
- making an on-line Application and agreeing to be bound by these terms and conditions which is accepted by us; or
- signing the Card; or
- using or attempting to use the Card, whether by a Cardholder or any other person.

If there is more than one Accountholder, these terms and conditions will apply to each Accountholder collectively and individually and you will each be jointly and severally liable under them. If the Accountholder is a partnership, each partner in the partnership will be jointly and severally liable under these terms and conditions. You recognise and acknowledge that the Card is a charge card and not a credit card and is issued subject to the fees as set out in or contemplated by the Fee Schedule attached to these terms and conditions. You also agree to abide by any rules of card usage that may be notified to you from time to time, either by us or by 7-Eleven. These terms and conditions will deemed to have been accepted by you, irrespective of whether you have activated the Card issued to you.

4. **Permitted use of Cards**

A Card:

- may only be used by the Cardholder and, where there is a Nominated Vehicle, may only be used in respect of that Nominated Vehicle;
- may only be used to purchase goods or services from a Merchant as specified on the Card and within any limitations or markings designated on the Card;
- may not be used outside the validity period shown on it; and
- may not be used if the Card or the Account has been cancelled or suspended, or the Account has been closed pursuant to these terms and conditions.

Neither the Card nor the Account may be used for an unlawful purpose. You must not allow anyone other than a Cardholder to use the Card or the Account. A Cardholder must not use the Card if you do not honestly expect to be in a position to pay the Balance in full when due or if a Notification Event occurs. You acknowledge and agree that we have the right to refuse authorisation for any transaction without cause or prior notice and that we shall not be liable to you, a Cardholder or anyone else for any loss or damage resulting from such refusal.

5. **Ownership and return of Cards**

Each Card remains our property and must not be altered or defaced. A Card is not transferable. If, for any reason, we cancel a Card or ask you to return a Card you must immediately cut the Card in half and promptly return it to us. If you no longer need a Card or a Cardholder leaves your employment or ceases to be authorised to use a Card, you must immediately cut the Cardholder's Card in half and promptly return it to us. If any Card is not cut in half and returned to us as required by these terms and conditions, you are liable for, and must indemnify us on demand in respect of, any subsequent use of the Card by any person.

6. **Securing Cards**

You are responsible for keeping all Cards, including any Personal Identification Number (PIN), safe and secure and for ensuring they are only used in accordance with these terms and conditions and only for authorized transactions. You must use your best endeavours to secure the return to us of any Card that has been lost or stolen.

7. **Liability for amounts in respect of a card**

You are liable to pay us when due all amounts charged to your Account pursuant to these terms and conditions. Except as set out in clause 8 of these terms and conditions, we may

charge to your Account the amount of any transaction entered into by any person using a Card, even if:

- the Card is used in a way that is not permitted under these terms and conditions;
- you have withdrawn the authorisation of the Cardholder to use the Card;
- the Card is used by a person other than the Cardholder; or
- subject to clause 8, the Card, or any other Card, has been cancelled.

You acknowledge and agree that you are liable to pay when due all charges incurred arising from, or in relation to, the use of any Card issued at your direction. We may also charge to your Account any fees, charges or other amounts payable to us by you pursuant to the terms of these terms and conditions and the Fee Schedule.

8. **Liability for lost or stolen Cards and unauthorised transactions**

You must immediately notify us by phone or in writing as soon as you or any Cardholder believes that a Card has been lost or stolen or used for an unauthorised transaction or if a renewal Card has not been received when due. In order for notification by phone to constitute a valid notice under these terms and conditions, you must note and keep a record of the time, date and person you spoke to and promptly confirm your notice to us in writing. If you have validly notified us in accordance with these terms and conditions that you believe a Card has been lost or stolen or used for an unauthorised transaction or a renewal Card has not been received:

- if that Card bears the name of the Cardholder and has a signature verification panel that has been signed by the Cardholder, the maximum total amount you will have to pay for any unauthorised transaction using the Card that is entered into at any time after the date we first receive your notification will be $100; and
- in any other case, including if the Card bears the name of the Cardholder but does not have a signature verification panel or has a signature verification panel that has not been signed by the Cardholder, you will not have to pay for any unauthorised transaction using the Card that is entered into at any time after the period ending 30 days after the date we first receive your notification.

Notwithstanding the remainder of this clause, if you or a Cardholder are involved in, or have benefited, directly or indirectly, from, the loss, theft or misuse of the Card, the unauthorised transaction or the non-receipt of the renewal Card, your obligation to pay amounts charged to the Account will not be affected or limited by this clause 8.

9. **Expenditure Limit on account**

We will notify you of the Expenditure Limit (inclusive of GST) at the time you open the Account. We may vary the Expenditure Limit at any time by notice to you in writing. This variation will take effect at the time specified in the notice. The Expenditure Limit will also be set out on each Statement. You must ensure that the Balance at any time does not exceed the Expenditure Limit. If it does you must immediately pay to us the amount that exceeds the Expenditure Limit

10. **Non-acceptance of cards**

To the extent permitted by law we are not responsible if for any reason a Merchant refuses to accept a Card.

11. **Responsibility for goods and services supplied**

To the extent permitted by law, we are not responsible in any respect for any goods or services acquired by any person using a Card or otherwise. You must resolve any complaint or dispute relating to goods or services (including, without limitation, relating to their supply, quality or use) acquired by any person using a Card or otherwise directly with the supplier of the goods or services. Your obligation to pay amounts charged to your Account will not be affected or limited by any such complaint or dispute.

12. **Statements**

We will send a Statement to you as soon as practicable after the end of each billing period (as determined by us) if:

- any amount has been charged or credited to your Account since the date your Account was opened or the date of your previous Statement; or
- there is any amount outstanding on your Account.

The Statement will show the total amount payable by you to us (this will be shown as the Balance or the "Amount Due" on the Statement) for the billing period and when payment must be received in order to avoid a Late Payment Charge. You will be deemed to have received each Statement upon the earlier of its actual receipt by you or the time set out under the 'Notices' clause in these terms and conditions.

You will promptly and carefully examine your account transaction information to ensure that all transactions have been properly and correctly recorded. You must notify us within 60 days of the date payment is due of any errors or discrepancies. If you do not notify us within that 60-day period, you accept that the account transaction information in the Statement is valid and correct.

13. **Paying your account**

The Balance shown on a Statement is due and payable to us on the date specified or described in the Statement. We may also, at any time, demand immediate payment of any charge made to the Account by sending a written demand to you. If we do this, the amount demanded becomes immediately due for payment. You may pay amounts to us by direct debit or, if we have consented, by direct credit or credit card. We do not accept cash payments. Payments made after 3pm (Melbourne time) on a Business Day or on a day that is not a Business Day will be treated as if made on the following Business Day. All payments must be made in Australian dollars. If we allow a payment to be made in a currency other than Australian dollars, we will convert that payment into Australian Dollars at a rate determined by us on the date of processing that payment. If you make a payment and we (acting reasonably) cannot identify the Account to which the payment relates, we will not be responsible for the payment not being credited to your Account.

We may, at our discretion, accept late or part payments or a payment described as being in full or in settlement of a dispute. Our agreement to do so does not constitute a waiver of any of our rights under these terms and conditions or at law and does not mean we agree to a variation to these terms and conditions. We accept no responsibility in respect of payments sent to us by post or payments made to other persons for transmission to us. All payments are at your risk until received by us. If we receive a payment instrument from you or from another person on your behalf which is not honoured in full for any reason, you are liable to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees. Similarly, if you have arranged to pay us through a direct debit facility of any kind with any financial institution and our debit to your account with that financial institution is not permitted, authorised or honoured in full for any reason, you agree to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees.

14. **Fees and Charges**

Billing Administration Fee

There is no fee applicable if you choose to pay by direct debit from your bank account however if you choose to pay by BPAY, there is a $0.90 (ex GST) fee per transaction. There is no entitlement to a refund or pro rata payment of any fees if an account is closed.

Late Payment Fees

Any reference in this clause to "overdue amount" includes any Late Payment Charge that has been charged to your Account and remains unpaid.

A Late Payment Charge will be charged to your Account if you do not pay the Balance shown on a Statement by the date specified or described in the Statement or you do not

pay an amount charged to your Account when demanded by us. The Late Payment Charge will comprise a late fee and an administration fee as outlined in the Fee Schedule.

Ancillary Fees

We may also charge you the fees set out in the Fee Schedule.

15. **Refunds**

We will credit your Account with a refund in respect of any amount charged to your Account in respect of a transaction if we receive a credit voucher or other refund verification that is acceptable to us from the relevant Merchant.

16. **Application of payments**

Any amount we receive from you will be applied in any order we choose to amounts charged to your Account or any other Account that you have with us that is outstanding.

17. **Cancellation of Cards and closure of Account**

Notwithstanding any other provision in these terms and conditions, we may cancel any Card at any time at our discretion without providing you or the Cardholder with prior notice or any reason. We will also cancel a Card if you or the relevant Cardholder asks us to or if you or the relevant Cardholder notifies us under clause 8 of these terms and conditions. If you ask us to close your Account, or we decide to close it (see below), we may cancel all Cards immediately without further notice to you or the Cardholder. Any Card that is cancelled must not be used and you must immediately cut it in half. Subject to clause 8, cancellation of a Card does not affect or limit your obligations under these terms and conditions, including your obligation to pay amounts charged to your Account whether in respect of transactions on your Account using the cancelled Card (before or after it is cancelled) or otherwise.

Your Account will be closed when:

- you ask us in writing to close it or if we decide, in our discretion, to close it; and
- you have cut in half and returned to us all Cards which may be used to access the Account or, where not all Cards are so returned, explained to our satisfaction why the outstanding Cards cannot be returned; and
- all amounts outstanding on the Account have been paid in full.

Closure of the Account does not affect or limit your obligations under these terms and conditions.

18. **Suspension**

We can suspend the Account or a Card at any time without notice:

- if you are in default under these terms and conditions (including, without limitation, in default of any payment obligation); or
- if we suspect that a Card or the Account has been used fraudulently by you or a third party; or
- to prevent loss to you and/or us.

If we suspend the Account or a Card, you and each Cardholder must not use the relevant Card or the Account until such time as we advise you that the Account or the relevant Card has been reactivated or reinstated. The suspension of the Account or a Card does not otherwise affect or limit your obligations under these terms and conditions.

19. **Variation**

We may vary these terms and conditions in our discretion in any way (including varying a fee or charge or imposing a new fee or charge) at any time by giving you not less than 30 days written notice of the variation or by giving you not less than 30 days written notice that an amendment to the terms and conditions of the Account will be made the full particulars of which are set out at 7eleven.com.au/fuel/7-Eleven-fuel-pass.html.

20. **Certificate**

A certificate signed by one of our authorised officers concerning an amount charged to your Account or payable by you under these terms and conditions or concerning any other matter in connection with your Account or these terms and conditions will, in the absence of manifest error, be conclusive evidence of the amount charged or payable or of the other matter.

21. **Notices**

Subject to these terms and conditions, any notice, demand or other communication given or made under these terms and conditions must be:

- in writing;
- if given or made by us, signed by one of our authorised officers;
- if given or made by you, signed by you or (if you are a body corporate) one of your authorised officers; and
- delivered to the intended recipient by prepaid post, hand or fax to the address or fax set out below and will be taken to have been given or made:

- in the case of delivery by post, three Business Days after the date of posting;
- in the case of delivery by hand, when delivered; and
- in the case of delivery by fax, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error.

Any notice received, or taken to be received, on a day that is not a Business Day or after 4pm (Melbourne time) on a Business Day is taken to be received at 9am (Melbourne time) on the following Business Day. Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law. For the purpose of providing notice, our contact details are (unless we otherwise notify you):

Client Services Manager, GPO Box 5342 Melbourne VIC 3001 Fax: (03) 9274 9130, Phone: 1300 711 711

For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 22) the details provided in your Application.

22. **Change of details**

You must notify us:

- promptly of, and in any event no later than 14 days after, any change in your name or address or other contact details; and
- promptly of, and in any event no later than 14 days after, any change in the name of a Cardholder whose name appears on a Card; and
- immediately upon the occurrence of a Notification Event.

If we ask you to provide us with the name and address of any person authorised by you to use a Card you must do so immediately and, in any event, within three days of our request.

23. **Dispute resolution**

If you disagree with any amount charged to the Account, please contact us as soon as possible on 1300 711 711. You must provide us with written confirmation of your claim and any supporting evidence upon request. Nothing in this clause 23 entitles you to withhold payment from us in respect of the amount in dispute. The Balance must be paid in full and any amounts in dispute that is resolved in your favour will be reimbursed to your Account.

The parties will in good faith use their best efforts to resolve any dispute as soon as practicable.

24. **Privacy Act authorisation**

We collect personal information directly from you when you lodge your Application and use the Card. By using a Card you and persons authorised by you to use a Card are providing (or may be providing) personal information. You agree that, subject to the *Privacy Act 1988*, we may collect, use and disclose this information for the primary purpose of assessing your application (including for the purpose of obtaining credit eligibility information from credit reporting bodies) and administering the Card arrangements, we may also:

- use and disclose your personal information for additional purposes including planning, product development, partner offers and research;
- collect, use and disclose this information for the purpose of providing you with, or arranging for our business partners to provide you with, direct marketing communications including special offers for cardholders and for other marketing related purposes and for dealing with your enquiries and requests. At any time, you can opt-out of receiving marketing communications from us, by contacting us on 1300 711 711 or by using opt-out facilities provided in the marketing communications.
- exchange information about you with your nominated referees;
- disclose to our related entities and external service providers including bankers, electronic interface switch providers, roadside assist service providers, printers, insurance companies, mail houses, solicitors, auditors, professional advisers and debt recovery agents with whom we have a contract, such personal information as is necessary to enable us to manage your Account;
- disclose to 7-Eleven your personal information including information about your usage of the Account and Cards issued to you and to Cardholders authorised by you for the purpose of 7- Eleven assessing compliance by you and by additional Cardholders with the rules of Card usage notified from time to time by 7-Eleven or by us.

You may, without charge, request a copy of any personal information about you held by us by writing to us at WEX Australia Pty Ltd, GPO Box 5342 Melbourne VIC 3001.

25. **Miscellaneous**

The laws of Victoria govern these terms and conditions. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning

these terms and conditions. You may not assign or transfer any of your rights or obligations under these terms and conditions or in respect of your Account without our prior written consent. We may at any time in our discretion without your consent assign or transfer to any person any of our rights or obligations under these terms and conditions or in respect of your Account. Time will be of the essence in relation to your obligations under these terms and conditions. No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on us unless in writing. Our rights, powers and remedies under these terms and conditions are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument. Any provision of, or the application of any provision of, these terms and conditions which is:

- prohibited in a jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; and
- void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction and may be severed without affecting the enforceability of the other provisions in these terms and conditions

WEX Australia Pty Ltd ABN 68 005 970 570

Effective 22 September 2023.

7-Eleven Fuel Card Fee Schedule

7-ELEVEN FUEL CARD FEES (7-Eleven Network Only)	
Description	**Amount (excl. GST)**
Monthly card fee	$0.00
In network fee	$0.75 per transaction

GENERAL FEES	
Description	**Amount (excl. GST)**
New card fee*	One-off cost of $8.00 per new card issued (in addition to the standard monthly card fee)
Replacement card fee	$8.00 per card
Express card delivery fee	$10.00 per envelope
Email statement fee	$0.00 per statement
Paper statement fee	$5.95 per statement
Quarterly Activity Report fee	$12.73 per card per annum
Annual Activity Report fee	$15.00 per card per annum
Statement retrieval fee	$10.00 per statement
Voucher retrieval fee	$10.00 per voucher

PAYMENT FEES	
Description	**Amount (excl. GST)**
BPAY processing fee	$0.90 per transaction
Late payment fee	$60.00 administration fee plus a late payment fee of 5.82% of the overdue amount
Account suspension fee	$60.00 + 1% of account balance per suspension
Over limit fee	$60.00 plus 4.1% of over limit amount
Dishonored payment fee	$40.00 per instance
Debt collection referral fee	$50.00 per instance
Reconciliation processing fee	$25.00 per hour (minimum charge)

* Fee charged in month of issue for each new card issued after initial card order at time of opening a new account.

Effective: 1 October 2026

Paper statement fee is charged on a monthly basis should you request to receive your statements via post. You may request at any time to receive your statement electronically to avoid this fee.

Replacement card fees are payable per replacement card required to be issued.

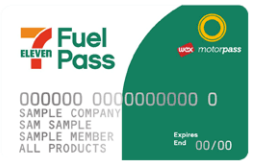
Reconciliation processing fees are payable per hour for the time that it takes us to reconcile your accounts.

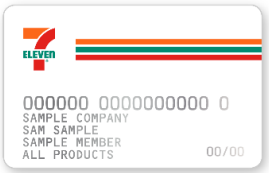
We may charge to your account, in addition to any other amount payable under these terms and conditions, the amount of any government duties, taxes (including goods and services tax) and charges now or in the future charged or payable in relation to or in connection with:

- your account;
- any amount payable under these Terms and Conditions;
- any transaction entered into in relation to a card or using a card; or
- the supply of anything (including any goods or services) under these Terms and Conditions or in connection with your account, whether or not you are principally liable for the duties, taxes or charges.

We reserve the right to vary all fees, charges, discounts at any time by notice to you in writing.

C: Fuel Pass and Fuel Card Ongoing Discount Offer Terms and Conditions





7-Eleven Fuel Pass and 7-Eleven Fuel Card Ongoing Discount Offer Terms and Conditions

Promoter	**7-Eleven Stores Pty Ltd (ABN 48 005 299 427).** Building 2, 658 Church Street, Richmond Victoria 3121
Offer Period	This Offer is available from 12:00am (AEST) on 01/07/2026 to the date that is 30 days after 7-Eleven provides you with notice of the withdrawal of the Offer
Eligibility Criteria	To be eligible for the Offer, you must: 1) be an existing 7-Eleven Fuel Pass or 7-Eleven Fuel Card customer (**Existing Customer**); or 2) be a new 7-Eleven Fuel Pass or 7-Eleven Fuel Card business customer, having successfully completed and submitted an online a 7-Eleven Fuel Pass or 7-Eleven Fuel Card application form or a hard copy application form (**7-Eleven Application**) during the Offer Period. All applicants will be subject to approval by the Promoter and if the application is accepted by the Promoter the applicant will be bound by the 7-Eleven Fuel Pass and 7-Eleven Fuel Card Terms and Conditions, available at 7elevenfuelcard.com.au, as amended from time to time. (**Eligible Participants**)
Applicable State(s)	Australia wide
Payment Terms	The standard payment terms apply as set out in the 7-Eleven Fuel Pass and 7-Eleven Fuel Card Terms and Conditions, available at 7elevenfuelcard.com.au
The Offer	Eligible Participants will receive the following benefits at all 7-Eleven fuel stores: • minimum of 5 cents per litre discount off the pump price for all regular fuel grades (Unleaded 91, Unleaded E10); and

- 7 cents per litre discount off the pump price for all premium and diesel fuel grades (Extra Unleaded 95, Supreme+ 98, Diesel Efficient) (**Ongoing Discount**).

The Ongoing Discount will continue until the Promotor gives the Eligible Participant 30 days' notice of a variation or cancellation of the Ongoing Discounts. The Ongoing Discount will be varied or cancelled (as the case may be) upon the expiration of the 30-day notice period.

No further discounts will apply for the duration of the Offer. Not to be used in conjunction with any other offer including (but not limited to) the My 7-Eleven App Fuel Price Lock.

All discounts are on a GST inclusive basis.

1. These terms and conditions must be read together with the details outlined in the table above and the 7-Eleven Fuel Cards Terms and Conditions (collectively, **Terms and Conditions**), as amended from time to time. The Offer is subject to the Terms and Conditions.
2. The Offer is available to Existing Customers and approved applicants that satisfy the Eligibility Criteria set out above.
3. Applicants must submit the Application during the Offer Period. Applications will be subject to approval by the Promoter in accordance with the Terms and Conditions.
4. The Promoter reserves the right to reject any Application at its discretion. The decision of the Promoter in connection with all aspects of the Offer is final and no correspondence will be entered into.
5. If an Eligible Participant breaches the Terms and Conditions, their participation in the Offer may be deemed invalid by the Promoter.
6. Eligible Participant must not:
    a. act in any way which breaches these Terms and Conditions;
    b. abuse or misuse the 7-Eleven Fuel Pass or 7-Eleven Fuel Card account, any facilities, services or arrangements accorded to the Eligible Participant as a result of the Offer including (but not limited to) by:
        i. engaging in illegal or fraudulent activities;
        ii. supplying or attempting to supply false or misleading information, or making a misrepresentation to the Promoter;
        iii. selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any rights that the Eligible Participant has with respect to the 7-Eleven Fuel Pass or 7-Eleven Fuel Card

account other than in accordance with the Terms and Conditions;

iv. doing anything that may diminish the name or reputation of the Promoter;

v. breaching any law; or

vi. refusing to follow the Promoter's reasonable instructions.

7. The Promoter reserves the right to vary the Terms and Conditions at its discretion by publishing revised terms on 7eleven.com.au/fuel/7-Eleven-fuel-pass.html, including (but not limited to) cancelling or in any way modifying this Offer or the Offer Period. We will provide you with 30 days' notice of any change that may be to your detriment. Use of the 7-Eleven Fuel Pass or 7-Eleven Fuel Card after a change has been made to the Terms and Conditions (and in case of changes that are detrimental to you, after you have been made aware of the change) will be deemed an acceptance of the change.

8. The Promoter is not responsible for any:

   a. loss (including direct, indirect or consequential loss or damage), damage, expense, illness, death or injury in connection with the Offer except where such loss arises from fraud, negligence or wilful misconduct by the Promoter, its employees, agents or subcontractors; or

   b. tax (including GST) implications arising from the Offer.

9. To the extent of any inconsistency between these Terms and Conditions and the 7-Eleven Fuel Pass Terms and Conditions, these Terms and Conditions will prevail.

D: Secure Pay Terms and Conditions

Secure Pay Terms and Conditions may be accessed here:

www.securepay.com.au/terms-and-conditions/