

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;

Account Holder 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 or Capricorn's telephone operators;

Balance means all transactions made using a Card charged to your Account and includes all purchases, fees and other amounts that you may be charged under these terms and conditions;

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

Capricorn means Capricorn Society Limited ABN 29 008 347 313;

Capricorn Account means the credit account provided by Capricorn through which you may make purchases of goods or services or both from Capricorn appointed preferred suppliers.

Card means each "WEX Motorpass Card" or "WEX 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 Limit** means the amount notified by us to you from time to time in accordance with clause 9 as being the maximum allowable 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;

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;

Merchant means a person authorised by us to accept a Card as the means of payment in relation to the supply of goods or services (or both) by that person;

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

Notification Event means if:

- you cease to hold or cease to operate a Capricorn Account;
- 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 passed 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 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 passed 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, and us means WEX Australia Pty Limited ABN 68 005 970 570 and on all occasions **you** and **your** means the Account Holder. 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.

1. 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. If you ask us to we will, at our discretion, issue Additional Cards from time to time. Any amounts payable under these terms and conditions or relating to the use of your Card will be charged to your Capricorn Account.

2. 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 the Card; or
- using or attempting to use the Card, whether by a Cardholder or any other person authorised by you. 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.

3. Use of Cards

You authorise us to charge to your Account any transaction using a Card as specified or embossed on the Card. 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;
- must not be used for any unlawful purpose; and
- may not be used if it or the Account has been cancelled or suspended, the Card has been cancelled 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 charged to a Capricorn Account or if a Notification Event occurs.

4. Ownership and return of Cards

Each Card remains our property and must not be altered or defaced. A

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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 and Capricorn (in accordance with clause 7) on demand in respect of, any subsequent use of the Card by any person.

5. Securing Cards

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

6. Liability for amounts in respect of a Card

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;
- the Card has a PIN, but a Merchant does not accept PINs as a means of authorising a transaction (unless you have given us prior notice that your Card has been lost or stolen); or
- the Card, or any other Card, has been cancelled.

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

You are not liable for transactions charged to the Account as a consequence of our fraud, gross negligence or wilful misconduct. You must provide us with any evidence we ask for that is reasonably necessary to support any claim for limited liability within 10 Business Days of us asking for it under this clause 6.

7. You indemnify us

You agree to indemnify us, Capricorn and each of our and Capricorn's respective the directors, officers and agents ("indemnified parties") against any losses, liability, damages, costs or expenses:

- incurred by any indemnified party arising out of, or in connection with, a breach by you or a Cardholder of these terms and conditions; or
- arising from any unauthorised transaction or fraud in connection with your Card or a Cardholder's Card; except to the extent arising from the fraud, negligence or wilful misconduct of us, our employees, officers, agents or contractors or an indemnified party.

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

8. Liability for lost or stolen Cards and unauthorised transactions

Notwithstanding clause 22 (Notices) of these terms and conditions, 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. If you notify us by phone, we may request that you provide us with written confirmation of this notice. 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 you will not be liable for any unauthorised transaction using the Card that is entered into after 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. This Expenditure Limit is set by Capricorn. Capricorn may vary the Expenditure Limit at any time and you may be provided with notice of any variation by either Capricorn or us. If you wish to vary the Expenditure Limit please contact Capricorn. You must ensure that the Balance at any time does not exceed the Expenditure Limit. If it does your Account and/or any Card may be suspended without prior notice and you may be required to pay immediately to Capricorn the amount in excess of the Expenditure Limit prior to your Account and/or any Card being reactivated.

10. Non-acceptance of Cards

To the extent permitted by law neither we nor Capricorn are 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 and Capricorn 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 Capricorn 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 month if you have used your Card or any amount has been charged or credited to your Account since the date your Account was opened or the date of your previous Statement. No amount is payable by you to us or Capricorn on the basis of the Statement. The Balance on your Account will be charged to your Capricorn Account. You must pay your Capricorn Account when due in accordance with your agreement with Capricorn. 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 22 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 will 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 is valid and correct.

13. Paying your Account

We have been appointed by Capricorn as a Capricorn preferred supplier. The Balances on your Account will be charged to your Capricorn Account. You must pay your Capricorn Account when due in accordance with your agreement with Capricorn. No payment should be made on the Statement provided to you by us. No payment should be made directly by you to us.

14. Fees and Charges

Card Management Fee

- You will be charged the Card Management Fee for each Card issued on your Account each month as stated in the Fee Schedule. The Card Management Fee is payable in respect of the provision of statistical information reports which will be provided in your Statements. The Card Management Fee is

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charged in respect of the use of the Card. The Card Management Fee is payable irrespective of whether the card is used or not used in a given month.

Ancillary Fees

- You may also be charged the fees set out in the Fee Schedule.

Fuel Site Charges

- The Fees listed under clause 13 do not include any fees or surcharges charged directly by participating fuel sites. Neither we nor Capricorn are responsible for the fees or surcharges imposed by a fuel site at their discretion. You must resolve any complaint or dispute relating to fees or surcharges charged by a fuel site directly with that fuel site provider. Your obligation to pay amounts charged to your Account will not be affected or limited by any such complaint or dispute.

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. Default

You are in default if:

- a payment required to be made under these Terms (including a payment to Capricorn pursuant to clause 12) is not made on time;
- you or a guarantor is insolvent, goes into bankruptcy, voluntary administration, other insolvency process or arrangement, or no longer has legal capacity;
- any of the following circumstances occur and have a material impact on your ability to meet your obligations under these terms and conditions:
 - we believe on reasonable grounds that you, a Cardholder or a guarantor has not complied with the law or any requirement of a statutory authority;
 - you, a Cardholder or a guarantor give us information or make a representation or warranty to us which is materially incorrect or misleading (including by omission);
 - you or a Cardholder use a Card in breach of clause 3;
 - you, a Cardholder or a guarantor do not provide us with information we reasonably require (for example information required to meet our obligations under applicable laws).

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. 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:

- 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 that have been accrued or charged but not yet charged to your Account) will become immediately due and payable to Capricorn;
- we may close your Account, cancel all Cards and exercise our rights under these terms and conditions and at law.

17. Cancellation of Cards and closure of Account

Notwithstanding any other provision in these terms and conditions, we and Capricorn may cancel any Card or close any Account at any time at our discretion. We will give you 10 Business Days' notice in writing prior to cancelling a Card or closing an Account, unless we are entitled to cancel your Card or Account immediately under clause 15. We may also cancel any Card immediately if we have reasonable grounds to believe it is necessary to prevent fraud on you or us. We and Capricorn will also cancel a Card if you or the relevant Cardholder asks us or Capricorn to, if you or the relevant Cardholder notifies us or Capricorn under clause 8 of these terms and conditions or if you close your Capricorn Account. If you ask us or Capricorn to close your Account, or we or Capricorn decide to close it (see below), we or Capricorn 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 and promptly return it to us or Capricorn. 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 Capricorn amounts on your Account charged to your Capricorn 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 or Capricorn in writing to close it or if we or Capricorn decide, in our or Capricorn's discretion, to close it; and
- you have cut in half and returned to us or Capricorn all Cards which may be used to access the Account or, where not all Cards are so returned, explained to our or Capricorn's satisfaction why the outstanding Cards cannot be returned.

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

18. Suspension

We or Capricorn 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 or Capricorn suspect that a Card or the Account has been used fraudulently by you or a third party; we are notified by Capricorn that your Capricorn Account is on 'stop credit' status; or
- to prevent loss to you and/or us or Capricorn. If we or Capricorn do this then you and each Cardholder must not use the relevant Card or the Account until such time as we or Capricorn 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. Bond

[Not used]

20. Guarantee

[Not used]

21. Variation

We may vary these terms and conditions 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 Account will be made the full particulars of which are set out at www.capricorn.coop

In varying these terms and conditions, we can only make the following changes with the agreement of Capricorn:

- introduce a new Fee or change the amount or method of calculation of any Fee;
- changes which we reasonably consider will benefit you, are neutral to you, or are not materially adverse to you;
- changes that are administrative or minor, or correct a mistake or omission;
- reasonable changes that reflect changes to our business, services, products or technological systems, but are not materially adverse to you.

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We may vary these terms and conditions at any time without notice and with immediate effect where we make any changes required to be made to comply with any law or requirements of a regulator.

Where we vary the terms and conditions without prior notice, we will provide you with notice of the change as soon as reasonably practicable.

Notice required under this clause 20 will be given in accordance with clause 22 below.

22. Capricorn's Right of Enforcement

You acknowledge that these terms and conditions contain provisions which confer a benefit on and are intended to be enforceable by Capricorn.

23. 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 us, delivered to you by any of the following:
 - by mail addressed to you at your last known address;
 - by email to the address notified by you to us; or
 - by posting the information for retrieval on our website and Capricorn's website after notifying you by email that it is available.
- 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 number 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;
 - 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; 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 366 109

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 for the Account.

24. 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; 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 after we ask you.

25. Dispute Resolution

If you disagree with any amount charged to the Account, please contact us as soon as possible on 1300 366 109. You must provide us with written confirmation of your claim and any supporting evidence upon request. Nothing in this clause 24 entitles you to withhold payment from us in respect of the amount in dispute, unless and until it has been refunded in accordance with these terms and conditions.

26. Force Majeure

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.

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.

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.

27. 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.

Fee Schedule

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Please note that these fees and charges may be varied by notice to you in writing. These fees and charges are payable by you in connection with the operation of your Account.

Please note all fees listed on this schedule exclude GST where applicable.

Capricorn fuel card fees

Card Management Fee per card/per month	\$4.50
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Ancillary fees

In addition to the fees and charges that you must pay under the other provisions of the terms and conditions, you agree to pay the fees and charges below along with such other fees and charges as we determine and notify to you and we may charge to your account those amounts:

Replacement card fee (broken/damaged per card)	\$0.00
Lost/stolen card fee (per card)	\$8.00
Annual Activity Reports (per card per annum)	\$15.00
Quarterly Activity Reports (per card per annum)	\$12.73
Paper statement fee (per statement)	\$5.95
Express Postage card delivery fee (per card)	\$10.00
Statement retrieval fee (per statement)	\$10.00
Voucher retrieval fee (per voucher)	\$10.00

Statement or voucher reissue fees are payable in respect of the provision of standard or non-standard copies of documents relating to the account (including previous statements and sales vouchers).

Replacement card fees are payable per replacement card required to be issued. A replacement card fee is not payable for the replacement of a card that is faulty or that is damaged or has ceased to work due to normal usage or fair wear and tear.

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

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 any thing (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 and charges at any time by notice to you in writing.

Privacy Notification

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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 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) produce the Application or a reproduction of it as evidence of this Application for a Card and agreement to the Terms;
- (b) use your personal information for additional purposes including planning, product development, partner offers, promotions and customer research;
- (c) 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);
- (d) 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;
- (e) 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;

(f) 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, fleet management partners, 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

(g) disclose your personal information to the organisations referred to in (a) to (k) above located overseas. These organisations may be located in the United States, Singapore, India, New Zealand and Europe. .By agreeing to these Terms you consent to the disclosure of your personal information to such organisations and acknowledge that the We will not be required to take reasonable steps to ensure that these organisations do not breach the Australian Privacy Principles contained in the Australian Privacy Act in relation to the personal information. You also acknowledge that those organisations may not be subject to any privacy obligations or principles similar to the Australian Privacy Principles and that they may be subject to a foreign law that could compel the disclosure of personal information to a third party. Your right to seek redress will depend on the laws of the relevant country. You can withdraw your consent at any time by 10 business prior written notice to us at the address below.

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/>