B2 Mobility

Conditions of Use bp Fuel Cards

These Conditions of Use apply to all bp Fuel Cards issued to the Customer by B2Mobility GmbH.

1. Definitions & Interpretation

1.1 In these Conditions of Use the following definitions apply:

"Activation Code"	means a one-time code used for activation of the eligible Cards as a payment method within BPme;
"Agreement"	means the contract with the Customer constituted by the Commercial Terms (where issued) and Application Form incorporating these Conditions of Use together with acceptance in writing by and/or the issue of Cards by B2M;
"Alternative Fuel"	means biofuel derived in whole or in part from renewable feedstocks and/or biomethane for automotive vehicles;
"Application Form"	means the application form completed by the Customer of which these Conditions of Use form part;
"Authorised User"	means any person authorised by the Customer to use any Card in accordance with the terms of the Agreement;
"B2M"	means B2Mobility GmbH, whose registered office is at Wittener Str. 45 44789 Bochum Germany, and which operates in the UK under the Limited Range of Goods and Services Exemption (FCA firm reference number 833412);
"bpUK"	means bp Oil UK Limited a company incorporated in England and Wales (registered number 446915) whose registered office is at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP;
"bp Account Manager"	means the on-line account management system accessed via the bp Plus website which allows the Customer to manage its Card account or such other system as B2M may replace it with from time to time;
"bp Alerts"	means part of the bp Account Manager which may be used by the Customer to automatically alert the Customer when a Card has been used other than in accordance with specific limits on the use of the Card set by the Customer;
"bp Appointed Agent"	means and includes any person (including bpUK and bp Pulse) who is authorised to accept Cards or has a fuel supply agreement with B2M and any other company or the appointed agent of such company who is authorised by B2M to accept Cards in payment for supplies of Goods and/or Services, which shall include companies providing On Road Services on behalf of B2M;
"bp Fuel Card"	means any of a bp Plus Card, a bp Plus Fuel & Charge Card and a bp Plus Bunker Card;
"bp Plus Fuel & Charge Card"	means a Fuel & Charge Card supplied by B2M bearing the words bp Plus, the Routex logo and the electric charging logo and the digital instance of this Card bearing the same Card number and expiry date;
"bp Loyalty Scheme"	means any bpUK scheme where points are awarded on qualifying purchases made at Sites;
"bp Loyalty Scheme Points"	means points issued under the bp Loyalty Scheme by participating Sites to members of the bp Loyalty Scheme;
"BPme"	means an application for eligible mobile devices used to pay for certain Goods and/or Services.
"bp Plus Card"	means a Fuel Card supplied by B2M, bearing the words bp Plus and the Routex logo and the digital instance of this Card bearing the same Card number and expiry date;
"bp Plus Bunker Card"	means a Fuel Card supplied by B2M bearing the words bp Plus, the Routex logo and the letter B to signify Bunker and the digital instance of this Card bearing the same words, Card number and expiry date;
"bp Plus website"	means www.bpplus.co.uk or such other web address as may be notified to the Customer by B2M from time to time;
"bp Pulse Network"	means the bp Pulse network of electric charging points across the UK, previously known as the Polar Network, operated by or on behalf of bp Pulse;
"bp Pulse"	means (and is the trading name of) bp Chargemaster Limited (a company incorporated in England and Wales (registered number 6720009) whose registered office is at Chertsey, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP;
"bp Subsidiary"	means a company which is a subsidiary as defined in Section 736 of the Companies Act 1985 of BP P.L.C.;
"Business Hours"	means 8:30am until 4:30pm on a Working Day;
"Card"	physical and digital instances of any bp Fuel Card issued by B2M to the Customer to enable the Customer to obtain at Sites a range of Goods and/or Services in accordance with the terms of the Agreement;
"Card Purchase Options"	means the physical Card-specific purchase codes (60-64) which determine the range of Goods and/or Services a Card may be used to obtain including the eligibility of the Card for use within BPme, as specified by the Customer when ordering a Card. Virtual cards do not restrict the fuel type purchased by the Customer, except for Gasoil, as this cannot be purchased by a digital Card;
"Code of Conduct"	means the bp Code of Conduct available at: https://www.bp.com/content/dam/bp/business-

	sites/en/global/corporate/pdfs/who-we-are/our-code-our-responsibility.pdf
"Commercial Terms"	means the document which may be issued by B2M to the Customer setting out the specific commercial terms applicable to the Agreement, of which these Conditions of Use form part;
"Conditions of Use"	means these conditions of use of bp Fuel Cards, as amended or updated from time to time;
"Customer"	means the party completing an Application Form whose application has been accepted and any Customer Affiliates or other entity to whom that party requests B2M to issue Cards linked to the same account;
"Customer Affiliates"	means any company which is affiliated to the Customer (where a company is deemed to be affiliated to another if the first company is controlled by, under common control with or controls the other; and a company shall be deemed to have control of another if (directly or indirectly) it owns a majority of the voting shares of, or is entitled (directly or indirectly) to appoint a majority of the directors or equivalent management body of the other company);
"FuelExpert"	means bp's fuel management reporting software that may be provided to a Customer by B2M, subject to its software license agreement;
"FleetReporter"	means bp's fleet reporting software provided to a Customer by B2M;
"Goods and/or Services"	means fuel, charging of electric vehicles, lubricants, anti-freeze and all other goods or services that may be available at Sites, including On Road Services (subject to product-restrictions for specific Cards);
"Motor Fuel"	means motor spirit of any grade and distillate, diesel and other fuels derived in whole or in part from petroleum for automotive vehicles;
"Online Systems"	means together the systems and tools made available by B2M to its Customers from time to time including (without limitation) bp Account Manager, bp Alerts and FleetReporter;
"On Road Services"	means tolls, road charges, parking, vehicle wash facilities at bp branded and non- branded bpUK Sites, truck repairs and any other services, in each case as prescribed by B2M from time to time;
"Personal Data"	means any information relating to an identified or identifiable individual as defined in the UK General Data Protection Regulation (UK GDPR), together with the Data Protection Act 2018 and the Data (Use and Access) Act 2025, in each case as amended, updated or replaced from time to time, and any other applicable UK data protection or privacy laws;
"PIN"	means the Personal Identification Number issued for use in conjunction with a Card;
"Roaming Partners"	means bp Appointed Agents that provide access to a Roaming Partner Network;
"Roaming Partner Network"	means the network of electric charging points operated by or on behalf of Roaming Partners as identified by the provision of pricing for such network on bp Account Manager, as updated from time to time
"Site(s)"	means any service station, site for charging of electric vehicles or other point of sale or third party facility from time to time nominated by B2M at which Cards can be used to purchase Goods and/or Services;
"UK"	means the United Kingdom;
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England.

1.2 In these Conditions of Use:

(a) The headings are for ease of reference only and do not affect the construction of the Conditions of Use;
(b) Words in the singular shall include the plural and vice versa;
(c) A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of the Agreement) at any time;
(d) A reference to any party shall include that party's personal representatives, successors or permitted assigns;
(e) A reference to writing or written includes email; and
(f) A reference to any law or regulation shall include a reference to that law or regulation as amended or updated, including any successor law or regulation.

2. Supply of Cards

2.1 The Customer must assign a PIN number to each Card and the Activation Code, where applicable, via bp Account Manager or in the manner agreed by B2M with the Customer. It may take up to three Working Days following the issue of a bp Plus Fuel & Charge Card for the RFID chip to be activated.

2.2 The period of validity of a Card is embossed on the Card. On expiry of the validity period the Card must no longer be used and must be destroyed in accordance with clause 6. B2M will arrange the timely replacement of each expired Card, unless the Card has not been used for a reasonable period prior to expiry date.

2.3 The Customer shall ensure that no Card remains with a person who ceases to be an Authorised User. The Customer acknowledges that it remains liable for all transactions made using a Card until a Card is registered as lost or stolen in accordance with the provisions set out in Clause 6 below.

3. Use

3.1 By issuing a Card to the Customer B2M authorises the Customer and/or its Authorised User to use the Card in accordance with these Conditions of Use to the extent specified in the Card Purchase Options from time to time pertaining to such Card to obtain at Sites such Goods and/or Services as are available at any particular Site. The Customer agrees to use the Card as authorised by B2M. The Customer acknowledges that for certain On Road Services only, the Customer's Card(s) and vehicle registration number may need to be registered with the On Road Services provider in order to make use of vehicle recognition or the vehicle registration number to access certain Sites instead of access and/or payment by the Card. Customers with a bp

Plus Fuel & Charge Card shall be entitled to charge electric vehicles at Sites which participate in the bp Pulse Network and any Roaming Partner Network provided they do so in accordance with these Conditions of Use.

3.2 For supplies in the UK B2M shall, or shall through its agents or operators, be the seller. For supplies outside the UK in Turkey, Croatia, Greece, Russia, Ukraine, Andorra, Belarus, Gibraltar, Serbia and Bosnia-Herzegovina the owner immediately prior to the supply of Goods and/or Services (as the case may be) shall be the seller. For supplies outside the UK in all other countries B2M shall be the seller. B2M may amend the list of countries set out in this clause 3.2 from time to time. An updated list will be provided on request.

3.3 On each Card a number may be embossed indicating the Goods and/or Services for which the Card is valid. However, the Customer shall be responsible for informing any Authorised User of the Card Purchase Options applicable to such Card.

3.4 Each Card and PIN is to be used as directed at each Site. The Customer acknowledges and agrees that it will remain liable for all purchases made with a Card and verified with a PIN. In the event that BPme is being used, a transaction shall not require verification with a PIN. If requested, Authorised Users must show the Card to the Site operator prior to fuelling, charging of electric vehicles or utilising On Road Services and shall sign any receipt required by the operator of that Site.

3.5 The Customer is responsible for the safekeeping of Cards and PINs and for their correct use in accordance with the Agreement. The PIN must not be disclosed to any person other than the relevant Authorised User and must not be written on the Card or on anything usually kept with the Card. For the avoidance of doubt failure to comply with this clause 3.5 shall constitute a material breach of the Agreement.

3.6 A Site operator may refuse to accept a Card which is not being used in accordance with such Card's Card Purchase Options.

3.7 Where a Card's Card Purchase Options do not permit the purchase of Goods and/or Services that have already been provided or pumped into a Customer's vehicle or Authorised User's vehicle and the Authorised User fails to provide an alternative means of payment for such Goods and/or Services, the Customer will reimburse B2M or, in respect of On Road Services, any third party specified by B2M on demand in respect of any shortfall in the payment for such Goods and Services.

3.8 Notwithstanding any indication on any Card as to the Goods and/or Services for which the Card is valid, B2M reserve the right to withdraw unilaterally at any time any Goods and/or Services for which the Card can be used and to issue to the Customer a replacement Card indicating the revised list of Goods and/or Services for which it can be used.

3.9 B2M reserve the right unilaterally at any time to permanently withdraw or place restrictions on the use of On Road Services previously available to a Customer. Such withdrawal or restriction will take effect immediately upon the date of notification from B2M.

3.10 bp Loyalty Scheme Points are available for collection with qualifying purchases at participating bpUK Sites in the UK with a bp Plus Card and bp Plus Fuel & Charge Card. bp Loyalty Scheme Points are not available for collection for purchases with a bp Plus Bunker Card, charging of electric vehicles or purchases of On Road Services. The Customer shall be responsible for informing any Authorised User of the availability, or otherwise, of bp Loyalty Scheme Points. Use of the bp Loyalty Scheme (including the collection and issuance of bp Loyalty Scheme Points) is subject to the terms and conditions available at this link. If there is any inconsistency between the Agreement and the bp Loyalty Scheme terms and conditions, the bp Loyalty Scheme terms and conditions will take precedence in relation to the bp Loyalty Scheme. In any event, bp Loyalty Scheme Points will not be able to be redeemed when using a Card to pay for the relevant transaction.

3.11 The form and procedure for giving consent to execute a transaction using a Card shall be that as notified to the Customer by B2M from time to time.

3.12 The Customer shall comply with any security procedures for issuing or receiving instructions, or using the Card, which are notified by B2M to it from time to time. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices.

3.13 The Customer and Authorised Users cannot revoke a transaction initiated by or through a Site at which a transaction is made, after the Authorised User has given the consent for the transaction to the Site.

3.14 A Site and its staff are under no obligation to check whether the person presenting a Card is the Authorised User as long as that person enters the correct PIN or, where this is not possible, (i) has identified themselves by a signature matching the signature appearing on the reverse of the Card or (ii) the Site has checked the vehicle registration number imprinted on the front or written in the signature panel of the Card. Goods and Services shall be deemed purchased and accepted by the Authorised User in the name and on behalf of the Customer in the amount shown if at least one of the conditions set out above has been met.

3.15 B2M reserves the right to stop a Customer's use of a Card on reasonable grounds related to the security of the Card, the suspicion of unauthorised or fraudulent use of the payment instrument, where there is a substantially heightened risk that the Customer will not be able to meet its payment obligations, or if required by law to do so. Before doing so, B2M will inform the Customer that it intends to stop such use and give its reasons for doing so, unless it is not reasonably practicable to do so, in which case B2M will inform the Customer immediately afterwards. In either case, B2M will inform the Customer by e-mail or in the manner in which B2M considers appropriate in the circumstances and will not be obliged to inform the Customer, where doing so would compromise reasonable security measures of B2M or otherwise be unlawful. Upon notice from B2M, the Customers shall immediately instruct an Authorised User to cease using his or her Card. Where a Card has been blocked, B2M will unblock the Card once the reasons for blocking it no longer exist.

3.16 B2M reserves the right to refuse any instruction which may cause the Customer or Authorised User to exceed any pre-agreed limit set by B2M or a purchase volume that corresponds with normal consumption or use of the Card. B2M may at its sole discretion assign or change limits to the Card or block product groups and decline any transactions which exceed the assigned limits or contain blocked product groups. B2M may also refuse any instruction that B2M reasonably suspects may be connected to fraudulent or criminal activity, or the execution of which would be unlawful or otherwise contravene any applicable law or regulations, and B2M shall not be liable to the Customer for any such refusal. If B2M refuses to act on any instructions it receives it will inform the Customer by e-mail or in the manner in which B2M considers appropriate in the circumstances and, if possible, the reasons for it and the procedure for rectifying any factual errors that led to the refusal. B2M

will not be obliged to do this, where doing so would compromise its reasonable security measures or otherwise be unlawful.

4. Charging

4.1 B2M shall invoice the Customer:

(a) for fuels and charging of electric vehicles acquired using a Card, in accordance with the pricing terms set out in the Commercial Terms or otherwise on the basis agreed by B2M with the Customer from time to time;

(b) for lubricants, anti-freeze and other vehicle-related Goods and/or Services acquired by Card by the Customer, except for On Road Services, at the price on the Customer's receipt or in accordance with the pricing terms set out in the Commercial Terms or otherwise on the basis agreed by B2M with the Customer from time to time; and

(c) if outside the UK, in euros or in the currency of the country of supply. Currency conversion shall take place on the date on which the transaction is received at the clearing centre, at the £GBP exchange rate (www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html) of the corresponding national currency valid on the respective cut-off date ("Reference Exchange Rate"). If no £GBP exchange rate is available for a given transaction date, currency conversion shall take place at the last available rate preceding the transaction date. If ECB does not publish an exchange rate for a national currency, the conversion will be made on the basis of the conversion rate published on the website of the relevant national central bank.

Any changes to the exchange rate resulting in a change to Reference Exchange Rate shall apply directly and without the Customer's consent. B2M may charge an appropriate service fee in accordance with the respective price list (as amended from time to time) for converting foreign currencies and to cover exchange rate fluctuations.

4.2 B2M shall invoice the Customer for On Road Services received by the Customer in accordance with the pricing terms set out in the Commercial Terms or otherwise on the basis of the standard pricing in force from time to time by the bp Subsidiary or third party provider, as notified on bp Account Manager and, in the case of electric vehicles, as set out in the Commercial Terms or otherwise on the basis as published on bp Account Manager. In addition, B2M reserve the right to invoice a surcharge for On Road Services as notified to the Customer. The surcharges will be contained within the invoice(s) for On Road Services. The invoice shall be in Pounds Sterling, or if outside of the UK in euros or the currency of the country of supply. Currency conversion will be carried out in line with 4.1.(c) above.

4.3 Separate invoices listing supplies of Goods and/or Services shall be made for each country in the relevant currency and detailing the Value Added Tax or appropriate local equivalent. If the Customer does not use the bp Account Manager, B2M will issue a summary invoice listing all such invoices to the Customer at the frequency specified in the Application Form and/or Commercial Terms or as agreed by B2M with the Customer from time to time. Otherwise, the Customer will be provided summary invoices via bp Account Manager.

4.4 Any foreign currency transactions shall be converted into UK Pounds Sterling at the rate of exchange set by B2M in accordance with 4.1.(c) above.

4.5 B2M reserves the right to levy at its sole discretion a range of charges which will be notified on request.

5. Payment

5.1 Payment shall be made as specified in the Commercial Terms or, if no such terms are specified, weekly in arrears in Pounds Sterling by direct debit from the Customer's bank account in accordance with the bank direct debit mandate signed by the Customer.

5.2 All amounts due under the Agreement shall be paid in full without any deduction or withholding other than as required by law. The Customer will not be entitled to assert any credit, set-off or counterclaim against B2M in order to justify withholding payment of any such amount in whole or in part. The Customer will notify B2M of any disputes as to amounts due under the Agreement as soon as reasonably practicable after becoming aware of them. B2M and the Customer will use reasonable endeavours to resolve any disputes notified no later than 3 months from invoice date and B2M will reimburse any amounts found to be validly disputed to the Customer within a reasonable time.

5.3 If payment is not received by B2M by the due date in accordance with clause 5.1 above, interest shall be payable on all overdue accounts (that are not the subject of a bona-fide dispute as outlined under clause 5.2) at the rate of 3% per annum above the standard rate from time to time in force of Barclays Bank plc from the due date until the date payment is received by B2M provided that if at any time the rate of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 is higher than the interest rate payable under this clause 5.3 then B2M shall be entitled to claim statutory interest in lieu of interest under this clause 5.3 and whether claiming statutory interest or interest under this clause 5.3 B2M shall also be entitled to claim, once interest begins to run, any fixed sum due (or would be due if statutory interest were claimed) under the Late Payment of Commercial Debts Regulations 2002 or any regulation amending or replacing the same. B2M may also withdraw the Customer's authority to use its Cards until payment of all overdue accounts is received.

6. Lost, Stolen, Damaged or Destroyed Cards

6.1 (a) As soon as a Customer becomes aware, or has reason to believe, that a Card has been lost, stolen, not received when due or that the PIN is known or might be known by an unauthorised person, the Customer must immediately notify B2M to put a stop on the Card by completing the relevant steps online via bp Account Manager to indicate that the Card is "lost", "stolen", "damaged" or "destroyed"; or sending an email to bpCardsAdmin@bp.com, or by any other means as notified by B2M from time to time.

(b) Cards marked as "damaged" or "destroyed" will not be put on stop within B2M's systems until the third calendar month end after the date advised and the Customer remains liable for all transactions during this period or until the Card is placed on stop by completing the relevant steps online via bp Account Manager to indicate that the Card is "lost" or "stolen". If the Card is reported as "lost" or "stolen" the physical Card will be stopped but in order to stop a digital Card at the same time the Customer
needs to choose the option to stop the digital Card and remove it from the Authorised User's digital wallet.

(c) If the Customer wishes to disable a digital Card, the Customer needs to remove the digital Card from the Authorised User's

digital wallet.
Removing a digital Card from a wallet has no effect on the status of the physical Card.

(d) If the Customer disables a physical Card but does not disable a digital Card as provided in clause 6.1(d), the digital Card will continue to remain active until the third calendar month end after the date from when the physical Card is disabled. The digital Card would then be placed on stop within B2M's systems after this period.

(e) The Customer remains liable for any transaction for which the Card is used until the Customer takes the applicable steps outlined above to stop both physical and digital Card.

6.2 Subject to this clause 6 being properly complied with and subject to the provisions of clause 6.3, the Customer shall have no liability for purchases subsequently effected with that Card (other than for bona fide purchases by the Customer or an Authorised User):

(a) in the case of supplies in the UK, from the date of receipt of notice by B2M to place a Card on stop in accordance with clause 6.1 above; and

(b) in the case of supplies outside the UK or On Road Services in the UK, from the date two Working Days except for electric charging in the UK which is 3 Working Days from the date of receipt of notice by B2M to place a Card on stop in accordance with clause 6.1 above

6.3 For the purposes of clause 6.2, B2M will be deemed in receipt of a notice from the Customer:

(a) If notice is given online via bp Account Manager, when the notification is submitted from the Customer's "Out Tray" and subsequently shows in the Action Log as being 'Sent'; or

(b) If notice is sent by email, at the time of transmission unless the notification is recorded outside of Business Hours in which case the notice shall be deemed to have been received the following Working Day; or

(c) If notice is sent by first class special delivery to the address set out above in clause 6.1, three Working Days after the date of posting.

6.4 If a Card is no longer required by the Customer and the Card is in the Customer's possession, then the Customer will use reasonable endeavours to cut the Card in two and send it to bp Fuel Cards Customer Services, PO Box 352, Sunbury-on-Thames, TW16 9AT. **The Customer acknowledges and agrees that it will remain liable for any purchases made with a Card unless and until such time as either:**

(a) **B2M is in possession of a Card that has been returned to B2M in accordance with this clause 6.4; or**

(b) **B2M has received notice from the Customer to put a Card on stop, in accordance with clauses 6.1 to 6.3.**

6.5 The Customer accepts that if a Card is put on stop, the Customer may be unable to complete certain pre-booking activities for On Road Services or receive On Road Services using vehicle number recognition until the stop is lifted.

6.6 After B2M has been notified in accordance with clause 6.1 above, B2M will upon request provide a replacement Card. Where the Customer requests a digital instance of the replacement Card, the new digital Card number, expiry date and Activation Code will be advised to the Authorised User to add to BPme.

6.7 Any Card which has expired in accordance with clause 2.2 or which has been withdrawn under clause 6.1 or 7.2 or any Card reported as lost or stolen and subsequently retrieved shall not be used and must be cut in half and returned immediately to bp at the address shown in clause 6.4 above. The Customer must remove any digital instances of such Card from the Authorised User's digital wallet.

6.8 The Customer will co-operate with and assist and provide B2M with all reasonable information in its possession as to the circumstances of any loss, theft or misuse of a Card and B2M may disclose any such information as in its sole discretion it deems necessary.

7. Termination

7.1. The Agreement may be terminated by the Customer giving 90 days' written notice to that effect to B2M to the e-mail address in clause 6.1 above.

7.2 B2M may terminate the Agreement or suspend, withdraw or restrict the use of any or all of a Customer's Cards at any time with immediate effect. B2M will notify the Customer as soon as reasonably practicable.

7.3 B2M own the Cards at all times and, upon request, the Customer shall use its reasonable endeavours to cut the Card in half and return it to B2M at the address in clause 6.4 above. B2M or any bp Appointed Agents may retain possession of a Card at any time, for example, B2M may suspend or withdraw a Card and instruct a bp Appointed Agent to keep hold of it, if it is subsequently presented for use at a Site.

7.4 If the Customer goes into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation) or has an administration order made against it or carries on its business or any part of it under an administrator or receiver or manager for the benefit of its creditors or any of them, then B2M may terminate the Agreement forthwith

7.5 On termination of the Agreement for any reason the Customer shall promptly pay to B2M all outstanding unpaid invoices and interest and, in respect of Goods and/Services supplied but for which no invoice has been submitted, B2M may submit an invoice, which shall be payable promptly on receipt by the Customer.

7.6 Any termination or suspension of the Agreement by B2M will be without prejudice to any of its rights or remedies.

8. Liabilities

8.1 Cards are issued purely as a convenience to the Customer and the possession of Cards shall not confer any right or entitlement on the Customer to receive supplies of Goods and/or Services from B2M, any bp Appointed Agents or any other person acting on their behalf and, in particular, B2M shall not be liable for any loss, claim, demand, expense, cost or damage suffered by the Customer which arises out of the refusal or delay of any Site for whatever reason (including but not limited to any failure or defect in bp Account Manager, the bp Plus website or any system operated by a bp Appointed Agent or relating to On Road Services and the situations described in sub-clauses 3.6 and 3.7) to supply any Goods and/or Services against production of a Card or, for On Road Services only, advance registration.

8.2 B2M warrants that any Motor Fuel and Alternative Fuel supplied to the Customer under the Agreement in the UK from a bpUK Site will comply with the relevant British Standard. All other warranties, conditions or other terms (whether implied by statute

or common law or otherwise) relating to fitness for purpose, satisfactory or other quality of the Goods and/or Services or their correspondence with description, are excluded to the fullest extent permissible by law.

8.3 The Customer warrants that it has not relied on any oral representation made by B2M, bpUK, bp Pulse or their employees or agents or upon any descriptions illustrations or specifications contained in any publicity material or website produced by B2M or its suppliers, which are only intended to convey a general idea of the Goods and/or Services mentioned therein.

8.4 B2M shall not be in breach of their contractual obligations and shall incur no liability if they or any bp Appointed Agents are unable to supply Cards or any Goods and/or Services as a result of any abnormal and unforeseeable circumstances beyond the person's control, the consequences of which would have been unavoidable despite all efforts to the contrary, including but not limited to any act of God or Government, flood, fire, explosion, lightning, terrorism or industrial action outside their direct control. In the event of any such occurrence affecting them for longer than 30 days, they will notify the Customer who shall have the option of suspending or terminating the Agreement on notice taking immediate effect upon delivery to B2M being deemed in accordance with clause 6.3. B2M shall use reasonable endeavours to ensure that any information provided regarding the availability of Goods and/or Services at particular Sites from time to time is accurate but shall not otherwise be in breach of their contractual obligations and shall incur no further liability whatsoever in connection with the availability or accessibility of any Goods and Services. B2M and its Roaming Partners may from time to time alter the Sites at which Goods and Services are available and make changes to the Goods and Services which are available at Sites. The Customer shall ensure that when using the bp Pulse Network or any Roaming Partner Network, any devices used by it (such as charging cables) meet the legal standards and are approved for the intended use.

8.5 In the event that it is proven to B2M's reasonable satisfaction that a vehicle's engine is damaged as a direct result of B2M having supplied Motor Fuel and Alternative Fuel under the Agreement to that vehicle in breach of the express warranty under clause 8.2 above, B2M will reimburse the cost of repair of any such vehicle's engine to the Customer (including any associated roadside assistance and/or recovery costs) reasonably incurred by the Customer, subject to receipt of satisfactory relevant receipts or any other documentary evidence that B2M may reasonably request.

8.6 Nothing in these Conditions of Use will exclude, restrict or limit any liability of B2M or any bp Subsidiary or bp Appointed Agent for:

(a) breach of any term implied by section 12 of the Sale of Goods Act 1979;
(b) death or personal injury resulting from negligence as defined in the Unfair Contract Terms Act 1977;
(c) defective products under the Consumer Protection Act 1987; or
(d) fraud or any other matter if and to the extent that liability for it cannot be excluded, restricted or limited as against the Customer in the context of the Agreement.

8.7 To the extent that a Customer can prove that an act, default or omission on the part of a bp Appointed Agent providing On Road Services resulted in a fine imposed on the Customer by any authorities or company for a failure to pay tolls or congestion charges and based upon that evidence the bp Appointed Agent accepts responsibility for the issue of fines, B2M or the bp Appointed Agent shall reimburse to the Customer the lower sum of either
(i) the amount of the original fine levied by the authorities or relevant company or (ii) the actual fine paid by Customer where the fine is settled early. The Customer shall have no right to seek reimbursement for fines received after the date on which the Customer's registration account to receive On Road Services is de-activated or the date on which the vehicle registration and/or Card cease to enable payment (whichever is the earlier).

8.8 Subject to clauses 8.5 8.6 and 8.7 B2M shall not be liable for any direct or indirect loss claim demand expense cost or damage whether to property or otherwise (including consequential loss or damage) suffered by the Customer which arises from any act, default or omission on the part of B2M, bpUK bp Pulse or other bp Subsidiary or any bp Appointed Agent and whether any such loss claim demand expense cost or damage shall be founded on statute or in contract, tort (including negligence) or otherwise.

8.9 Subject to clause 8.6, the total liability of the Customer or B2M, or any bp Subsidiary in respect of all other losses arising under the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed £1,000,000.

8.10 The Customer indemnifies B2M (and any bp Subsidiary or bp Appointed Agent) from and against all losses, claims, demands, expenses, or costs which B2M (or a bp Subsidiary or bp Appointed Agent) may sustain or incur in connection with a Customer or Authorised User's use of a Card. The Customer shall be deemed to be jointly and severally liable for and indemnifies B2M (and any bp Subsidiary or bp Appointed Agent) from and against any losses, claims, demands, expenses, or costs which B2M (or any bp Subsidiary or any bp Appointed Agent) may sustain that arises from any act, default or omission of Customer Affiliates in connection with the Agreement. The indemnities in this clause 8.10 apply whether any such losses, claims, demands, expenses or costs are founded on statute or in contract, tort (including negligence) or otherwise and shall continue in force notwithstanding the termination of the Agreement, howsoever caused.

8.11 The Customer agrees that in receiving On Road Services the Customer will be required to adhere to the terms and conditions of the bp Subsidiary or bp Appointed Agent and its subcontractors providing services and subject to clause 8.7 above, B2M shall have no liability for any loss or damage suffered by the Customer when utilising On Road Services or for any charges, expenses or claims received by the Customer resulting from a failure to adhere to such terms and conditions.

8.12 The Customer agrees that for the purposes of making good such losses, claims, demands, expenses or costs, as are referred to in clause 8.10 above, B2M may (inter alia) debit the Customer's account with the price of any Goods and/or Services supplied as a result of misuse of any Card. However, B2M shall not be entitled to debit the Customer's account for transactions on a particular Card or Cards after the time at which the Customer's liability for purchases made using that Card or Cards is deemed to cease pursuant to clause 6.2.

8.13 B2M does not guarantee that the Customer will be able to access bp Account Manager or the Online Systems or any systems operated by bp Appointed Agents for On Road Services or that any such online systems will be compatible with the Customer's own systems. Neither B2M nor any bp Subsidiary or bp Appointed Agents shall be liable for any loss claim demand expense

cost or damage consequential or otherwise suffered by the Customer which arises out of:

(a) any failure, defect or non-availability of bp Account Manager or the Online Systems or any systems operated by bp Appointed Agents or for On Road Services, howsoever caused; or

(b) any data entry error by the Customer; or

(c) the Customer's failure or delay in acting on any alert or information emanating from the Online Systems.

8.14 B2M reserves the right to withdraw bp Account Manager and/or Online Systems and/or any systems operated by bp Appointed Agents or for On Road Services or make changes to their content and/or format at any time and the Customer agrees to accept any updated versions as and when they are issued.

8.15 The Customer shall be responsible for the safekeeping of Online Systems logon details including passwords and Activation Codes and shall ensure these logon details are used only by those persons who are authorized to do so. Such authorisation will extend to B2M where it is required to enable B2M to undertake fault finding and other essential account operations.

8.16 The Customer shall be solely responsible for the safekeeping of all data downloaded from the Online Systems. The Customer acknowledges and agrees that data obtainable via the Online Systems will not be retained longer than three months. Where the Customer requires historical data beyond 3 months it shall make arrangements to download and store such data as it requires.

8.17 The Customer must notify B2M immediately, and request deletion or temporary suspension of the Customer's BPme profile, if the security of the
Customer's bp Account is compromised due to:

(a) mobile device being lost or stolen;

(b) password and/or passcode becoming or likely to become known by another person; and/or

(c) unauthorised access to the Customer's bp Account.

The Customer must confirm that notification by email to B2M via BPmeUK@bp.com as soon as possible.

9. Assignment

9.1 The Agreement is personal to the Customer and shall not be assigned in part or whole by the Customer without the written consent of B2M.

9.2 B2M shall have the right to assign the whole or any part of its respective rights and obligations to any bp Subsidiary or any third party.

9.3 B2M shall have the right to procure the performance of any of its respective obligations under the Agreement by any bp Subsidiary or third party but shall each remain responsible for any of their respective obligations so delegated.

10. Credit Status

10.1 B2M reserves the right to request a meeting with the Customer's directors (or other appropriate representatives) or to request any information from the Customer (and the Customer shall facilitate such a meeting or supply such information immediately on request) it deems necessary to enable
B2M to formulate an opinion regarding the Customer's credit status or the value of any associated security held by B2M. Any credit limit assigned to the Customer's account by B2M, as B2M may determine from time to time (acting reasonably), will be for B2M's sole benefit and will not affect the Customer's liability under the Agreement including, without limitation, under clause 8.6.

10.2 B2M reserves the right to share payment performance information and trade receivable account details with third party contracted credit agencies that may result in an impact to the Customer's general credit rating.

10.3 If at any time during the duration of the Agreement, in B2M's reasonable opinion there is a material decline in the creditworthiness or financial standing of the Customer or any associated security held by B2M, or the value of Goods and/or Services supplied to the Customer increases to such an extent that the security provided is in B2M's reasonable opinion insufficient, B2M will be entitled to require that:

(a) the Customer provides to it a letter of credit or other acceptable form of security (including without limitation a bank guarantee, parent company guarantee, cash deposit or legal charge on land) in an amount, form and from an entity or in respect of real property acceptable to B2M (acting reasonably) (the **"Performance Assurance")** and, upon receipt of such notice, the Customer must within 10 Working Days provide to B2M the Performance Assurance required; and/or

(b) until such time as the creditworthiness or financial standing of the Customer or any associated security, or the value of any security, held by B2M shall improve to the reasonable satisfaction of B2M the Customer will make payments on such terms as B2M may specify including, without limitation, making payments in advance by CHAPS for an amount based on B2M's estimate of the Customer's consumption of Goods and/or Services and any payments made in advance of the invoice date (to include VAT) will be credited to the Customer against the amount due in the relevant invoice.

10.4 For the avoidance of doubt, failure by the Customer to comply with clause 10.3 will constitute a breach of a condition of the Agreement.

11. Data Protection

11.1 The Customer agrees that B2M and bp Subsidiaries may:

(a) hold and process any Personal Data obtained about any Authorised User as a consequence of the Customer's application for a Card and the Agreement ("**Authorised User Personal Data**") to provide Goods and/or Services in the form required and to contact the Customer with information about B2M products and services;

(b) include Authorised User Personal Data in B2M systems which, because B2M operates globally, may be situated outside of the European Economic Area and which may be accessed by other bp Subsidiaries, subcontractors or agents to provide Goods and/or Services in the required form and to maintain the Customer's account; and

(c) provide any Authorised User Personal Data to bp Subsidiaries, subcontractors, agents or third parties as necessary to provide the Goods and/or Services in the required form.

11.2 B2M will hold Authorised User Personal Data in accordance with relevant data protection laws and may disclose such data to

third parties:

(a) to fraud prevention agencies for fraud prevention purposes;
(b) to licensed credit reference agencies, if the Customer is in breach of the Agreement or to the extent that B2M has the Customer's consent;
(c) under obligations of confidentiality to other bp Subsidiaries, subcontractors or agents for the purpose of performing the Agreement;
(d) to any person who may assume B2M's rights under the Agreement and to any future owners of B2M's business;
(e) to regulators upon request where disclosure is necessary as part of a regulatory investigation;
(f) to law enforcement agencies upon request;
(g) to comply with its internal policies and relevant sanctions, anti-money laundering, and bribery and corruption prevention obligations, whereby B2M may also consult and rely on risk intelligence databases and publicly available sources of information and data, such as sanction lists, on an ongoing basis; and
(h) if B2M has a right or duty to disclose or is permitted or compelled to do so by law.

11.3 The Customer will ensure that a lawful basis exists for the transfer of the Authorised Users' personal data to B2M and the subsequent processing thereof by B2M in accordance with the Agreement. In particular, the Customer shall obtain any necessary consents of the Authorised User. The Customer shall furthermore notify B2M without undue delay if any Authorised User objects to having its data processed or withdraws their consent to data processing.

11.4 The Customer will inform all Authorised Users: (a) that their Personal Data may be processed, including disclosed in the ways provided for in clauses 11.1 and 11.2; and (b) that the information on how we process personal data, international data transfers, including how Authorised Users may lodge a complaint and/or exercise their rights under applicable data protection law is on our website.

11.5 The Customer will ensure that its directors, officers, key employees and/or beneficial owners whose Personal Data are provided or may be obtained through the risk intelligence sources listed in clause 11.2(g) above are made aware that B2M may be processing their Personal Data for the purposes set out in that clause.

12. Notification

12.1 The Customer shall notify B2M in writing of all material changes in it or its business including but not limited to any change of name, ownership, address and key personnel.

12.2 Where the Customer has provided an email address to B2M, any notice under the Agreement from B2M may be sent electronically to such email address. Any such notice sent to such email address shall be deemed to have been properly served on the Customer at the time that such email is sent unless any non-delivered message is received by B2M.

12.3 In the case of notices of a general nature relating to all or a number of Customers or all or a number of Sites B2M may serve such notices on the Customer by placing it on bp Account Manager. Any such notice placed on bp Account Manager shall be deemed to have been served on the Customer at the time that it is placed on such website.

13. Ethical Compliance

13.1 In connection with the Agreement, including the scope of work hereunder, B2M and Customer represent, warrant, and covenant as follows:

(a) they have complied and shall comply with applicable anti-bribery and/or corruption, anti-money laundering and anti-fraud laws specifically including but not limited to, the laws of the United Kingdom (such as the Bribery Act 2010, the Proceeds of Crime Act 2002 and the anti-fraud legislation set out in s.199 and Schedule 13 of the Economic Crime and Corporate Transparency Act 2023), and the laws of the United States of America (such as the Foreign Corrupt Practices Act of 1977), and all successor legislation;
(b) they and their respective owners, officers, directors, employees, and Service Providers have not and shall not: (i) offer, give, promise to give, authorise giving, solicit, accept or agree to accept; to or from any person (including Public Officials and private individuals); directly or indirectly; anything of value (monetary or nonmonetary, without limitation); in order to obtain, influence, induce, or reward any improper advantage; nor (ii) engage in tax evasion, money laundering or any type of fraudulent activity, including but not limited to making false or misleading representations; failing to disclose information where there is a legal duty to do so or false accounting; and
(c) no Public Official has a personal direct or indirect interest in the Agreement.

13.2 Notwithstanding provisions to the contrary, either if a party reasonably believes in good faith that the other party has breached the provisions within this clause 13, or that such breach is imminent, the non-breaching party shall have the right to suspend or terminate the Agreement upon notice to the breaching party. Upon termination, the breaching party shall not be entitled to claim compensation or any further remuneration, regardless of any activities before termination.

13.3 For the purposes of this clause 13:

(a) Public Official shall include (i) any minister, civil servant, director, officer, employee, or other official, or anyone acting in any official, legislative, administrative, judicial or representative capacity, on behalf of any government or any department, agency or body thereof, and/or of any government-owned or controlled company including any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international organisation; (ii) any political party, political party officials, or candidates for political office; (iii) any member of a royal or ruling family; and (iv) any close family member (spouse, parent, child, sibling) of any of the foregoing.

(b) Service Provider means any person or entity that performs a service for or on behalf of a party, including but not limited to agents, suppliers, sub-contractors and other intermediaries.

14. Miscellaneous

14.1 **Variation** - B2M reserves the right at all times to vary any of the terms of the Agreement and such variation shall take effect on notice being given to the Customer provided always that within ten days of receipt of such variation the Customer shall be entitled to serve thirty days' written notice to terminate the Agreement.

14.2 **Third Party Rights** - Except for any bp Subsidiary, or any person to whom B2M assigns its right and obligations pursuant to clause 9.2, a person who is not a party to the Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Agreement.

14.3 **Validity** - If any provision, or part of a provision, in these Conditions of Use or the Agreement is deemed invalid or unenforceable to any extent or for any purpose, this shall not affect its validity or enforceability for other purposes or the remaining provisions (or the rest of the provision in question), but it shall be deemed to be severed to that extent for that purpose.

14.4 **Waiver** - Failure or delay by B2M in enforcing or partially enforcing any provision of these Conditions of Use will not be construed as a waiver of any of its rights under these Conditions of Use.

14.5 **Disputes** - In the event the Customer wishes to make a complaint to B2M , it should direct the complaint to bpcardsadmin@bp.com. The Customer agrees that B2M may reply to any such complaint on paper or by electronic mail.

Entire Agreement - The Agreement, and any other terms referred to herein (including the bp Loyalty Scheme terms and conditions), constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, undertaking, promise, understanding, assurance or warranty (whether made negligently or innocently and whether in writing or not) other than as expressly set out in the Agreement. Nothing in this clause 14.6 shall limit or exclude any liability for fraud.

14.6 **Law** - The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.