

BPMe App Terms and Conditions

1. INTRODUCTION

1.1 Thank you for downloading and setting up your account on the BPMe application (**BPMe App**), provided by BP Australia Pty Ltd ABN 53 004 085 616 (**BP, us or our**).

1.2 The terms and conditions set out or referred to below (the **Terms**) apply to the services provided on the BPMe App now and in the future (**Services**). By downloading the BPMe App and setting up your BPMe account, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, you must not access, or must stop accessing, the BPMe App.

1.3 The Services currently include:

- Pay in Car (see clause 4 below); and
- Find a BP (see clause 6 below).

Use of some Services is subject to our approval, at our discretion, and may only be available to eligible customers.

1.4 As detailed below, the Terms incorporate our [Privacy Statement](#), BP and third party terms and conditions referred to below and updates made to the Terms in the future (see clause 12 below).

1.5 We have highlighted some of the most important Terms in bold below.

2. SETTING UP AND USING YOUR BPME ACCOUNT

2.1 To use the BPMe App, you must:

- (a) create a BPMe account; and
- (b) have an internet-enabled eligible mobile device which is connected to the internet and uses a software version that supports the BPMe App.

2.2 You must ensure that all information that you provide when you create a BPMe account and use the BPMe App is accurate, up to date and not misleading.

2.3 You may incur and are solely responsible for charges from your mobile phone network operator for downloading and using the BPMe App and the Services.

2.4 **When you are at a BP site, you may only use your mobile device, including the BPMe App, while in your stationary vehicle or inside the BP store. You must not use your mobile device whilst driving or outside your car on the forecourt of a BP site.**

3. KEEPING YOUR BPME ACCOUNT SECURE

3.1 When you set up your BPMe account, you will be required to create a BPMe account password and will be required to create a passcode when you add a payment card for the Services that require additional security (such as Pay in Car). Each time you use the BPMe App you must enter your passcode when required.

3.2 You are responsible for ensuring that:

- (a) you are the only person that uses your BPMe account – you must not authorise anyone else to use your BPMe account;
- (b) you only log onto your BPMe account on one device at any time;

- (c) your password and passcode are kept secure - for example, you must not tell anyone else your password or passcode and your password or passcode must not be kept as a written or electronic record with or on your mobile device; and
- (d) your BPMe account information is updated if your details change – for example, it is essential that you update your mobile phone number if it changes in order to continue to use your BPMe account and your BP Plus Card number, if you are using the Pay in Car Service.

BP is under no obligation to check that any instruction or confirmation made through your BPMe account is from you and BP is only liable for any loss or damage arising from your failure to keep your password and passcode secure in the circumstances described in clause 3.4 below.

3.3 You must notify BP immediately, and request cancellation or temporary suspension of your BPMe account (**Cancellation Request**), if the security of your BPMe account is compromised due to:

- (a) your mobile device being lost or stolen;
- (b) your password and/or passcode becoming or likely to become known by another person; and/or
- (c) unauthorised access to your BPMe account,

you must confirm that notification by email to BP via AUcustcare@bp.com within 24 hours (refer clause 15).

3.4 You (and your BP Plus Card account holder, if applicable) will not be liable for any unauthorised transactions made from the working day following receipt of a Cancellation Request by BP. BP will not be liable for any transactions using your BPMe account prior to the working day following receipt of a Cancellation Request by BP.

3.5 BP may enforce or implement any security measures it deems appropriate for the BPMe App at any time and may update and add security measures to the BPMe App at its discretion at any time.

3.6 **Security of your BPMe account is important to BP. However, BP cannot guarantee that the BPMe App will always be available, fault-free and secure or that it will be free from viruses or other harmful programmes. You acknowledge that you are aware of, and accept this risk, including, without limitation, the risk that a third party may gain access to your BPMe account which contains personal and confidential information.**

4. PAY IN CAR TERMS OF USE

4.1 Pay in Car currently allows payment using a BP Plus Card. You can add Pay in Car to your BPMe account and use Pay in Car if:

- (a) you have a BP Plus Card (**your BP Plus Card**) that is eligible for the Pay in Car Service - you can check whether your BP Plus Card is eligible by attempting to load your Plus Card number in the Pay in Car menu or otherwise contacting BP on 1300 1300 27 or AUcustcare@bp.com; and
- (b) your use of the Pay in Car Service is approved by your BP Plus Card account holder (being the individual who administers the BP Plus Card account on behalf of your employer) - request for this approval will be initiated via the BPMe App when you register for the Pay in Car Service. Approval is at your BP Plus Card account holder's discretion and may be revoked by your BP Plus Card account holder at any time.

4.2 **You acknowledge that registering your BP Plus Card on the BPMe App creates a digital instance of your physical BP Plus Card.** This means that, if you have registered your BP Plus Card on your BPMe account:

- (a) if your physical BP Plus Card card is cancelled, the digital BP Plus Card registered on your BPMe account will also be cancelled and will no longer be able to be used. However, if you cancel your BPMe account, or remove your registered BP Plus Card from your BPMe account, but do not cancel your physical BP Plus Card, your physical BP Plus Card can still be used; and
- (b) you must cancel your BP Plus Card if your device or your physical BP Plus Card is lost or stolen.

4.3 BP plans to add additional payment methods from time to time by adding payment options to Pay in Car and/or updating these Terms. If you use an alternative payment method available for Pay in Car you agree to any additional applicable terms and conditions that BP notifies to you.

4.4 Pay in Car:

- (a) is only available at some BP sites and during the relevant site's usual attended operating hours, unless a BP site has chosen to offer this Service outside attended operating hours; and
- (b) can only be used to purchase fuel, in accordance with any existing, restrictions (e.g. fuel type, daily limit) imposed on you by your employer or any other monetary or other limitations applicable to your BP Plus Card.

4.5 Pay in Car uses the location services provided by your mobile device's native operating system for the purposes of determining the BP site you are at. To use Pay in Car, you must consent to BP accessing information about your current location by enabling location services through the permission system used by your mobile device's native operating system. Confirmation of your location at a BP site is a component of the security measures for Pay in Car. At some BP sites, Pay in Car will also require that you confirm the specific BP site that you are located at.

4.6 **If you add Pay in Car to your BPMe account, you must keep your physical BP Plus Card. Pay in Car is not available at non-BP sites and BP cannot otherwise guarantee that Pay in Car will always be available at BP sites.**

4.7 You can use Pay in Car to request to purchase and authorise payment for fuel from BP, from a specified pump that you identify as the pump that you intend to take your fuel from (**Selected Pump**). Approval of your request by BP is at BP's discretion. Your request will lapse if fuel does not start being dispensed from the Selected Pump within a "time out period" that starts when you see the 'Ready to Pump' screen and ends at a time determined by BP from time to time (**time out period**).

4.8 You may cancel your request for any reason up until fuel begins to be dispensed at your Selected Pump (for example, if you become aware that you have identified the incorrect pump for your vehicle).

4.9 **IMPORTANT: It is your responsibility to ensure that, when you use Pay in Car, you select the correct pump number for the pump that you intend to take your fuel from.** If the Selected Pump is not the pump you take your fuel from, the following applies:

- (a) if any person starts pumping fuel from the Selected Pump in the time out period, any fuel dispensed will be charged by BP to the BP Plus Card account linked to your BP Plus Card, in accordance with the BP Plus Card Terms; and
- (b) any fuel dispensed to your vehicle will not be charged to your BP Plus Card via BPMe and accordingly you will not have paid for, and will remain liable for, that fuel. You will need to go in-store to pay for the fuel you received.

Where your Selected Pump is used by another driver, and you pay for your fuel in store, we will endeavour to reconcile the amount attributable to the Selected Pump charged to your BP Plus Card account with the other driver. However, BP may not be able to, and is not required to, reverse charges that you did not intend to be charged to your BP Plus Card, as a result of you entering an incorrect pump number for the Selected Pump when using Pay in Car or your Selected Pump not being hung up correctly after fuelling is complete (see below).

4.10 **IMPORTANT: It is your responsibility to ensure that, when you use Pay in Car, the hose of your Selected Pump has been hung up correctly after fuelling is complete.** You will know the Selected Pump has been hung up correctly when you see the 'All paid, thanks' screen. If you do not see this screen, you will need to re-hang the hose until that screen appears. If the Selected Pump has not been hung up correctly, and any person continues pumping fuel from your Selected Pump, any fuel dispensed will be charged by BP to the BP Plus Card account linked to your BP Plus Card, in accordance with the BP Plus Card Terms.

4.11 The "standard terms and conditions for the supply of products and BP Plus Card" between BP and your BP Plus Card account holder (**BP Plus Card Terms**) continue to apply to your BP Plus Card. If there is any inconsistency, the BP Plus Card Terms will take precedence.

4.12 You agree that that Pay in Car or the BPMe App will **not** be used:

- (a) if you are refuelling a motorbike;
- (b) if you are under 16 years of age;
- (c) if you are filling a non-approved container;
- (d) if you are driving or your car is in motion;
- (e) at any time that you are out of your vehicle and on the BP retail site forecourt.

4.13 You agree that the BP retail site safety rules and regulations must be complied with at all times during the use of Pay in Car and the BPMe App.

5. FIND A BP TERMS OF USE

5.1 All BPMe account holders can use Find a BP.

5.2 Find a BP uses the location services provided by your mobile device's native operating system for the purposes of helping you locate a BP site. To use Find a BP you must consent to BP and/or the third party service provider, who is providing the location and map services embedded in the BPMe App, accessing information about your current location by enabling location services through the permission system used by your mobile device's native operating system.

5.3 Neither BP and/or any third party service provider guarantees that the information displayed through the Find a BP Service is correct or up to date.

5.4 BP may use third party applications and software in the BPMe App, including, but not limited to, location and map services software, market analytics software, market intelligence software, and rewards program software, all of which may gather and report information about you in connection with your use of the BPMe App (such as location information, device information and user content). It is your responsibility to ensure that you comply with any related third party terms, including the third party privacy policies notified to you in [BP's Privacy Statement](#), and that you are aware of any third party privacy policies that may apply to you, in conjunction with these Terms.

6. BP'S PRIVACY STATEMENT

6.1 All personal information provided or collected by us in connection with the BPMe App will be collected, stored and used in accordance with the Privacy Act 1993 and [BP's Privacy Statement](#). By continuing to use the BPMe App you consent to the collection, use, disclosure and storage of your personal information in accordance with BP's Privacy Statement.

6.2 Please refer to our [Privacy Statement](#) for details of your rights to access and request correction of any of your personal information that we hold.

BP collects personal information about you in order to conduct the BPMe App. If you do not provide, or consent to collection of, the information requested by BP using the BPMe App, you may not be able to use some or all of the Services. BP may also use your personal information to help improve its goods and services. BP may share your personal information with BP's franchised dealers, related companies, agents, contractors or promotional partners. BP and its Australian related companies and promotional partners may contact you with special offers and marketing via any medium including mail, telephone and commercial electronic messages (including email and SMS). By participating and providing personal information, you consent to the use of your personal information in this manner. Your personal information may be disclosed to overseas locations such as New Zealand, the USA, the UK, Malaysia, the Philippines and India.

7. INTELLECTUAL PROPERTY

- 7.1 BP owns or has obtained a valid licence to use all copyright, trademarks and other intellectual property rights in connection with the BPMe App. All rights of ownership over and in respect of the BPMe App (other than the right to use the BPMe App in accordance with these Terms), will remain solely with BP and/or its licensors (as the case may be).
- 7.2 Any use of the BPMe App in any manner not permitted under these Terms, including without limitation, resale, transfer, modification, or distribution of all or part of the BPMe App is prohibited.
- 7.3 BP is not required to provide any documentation, support, telephone assistance, or enhancements or updates to the BPMe App.

8. THIRD PARTY TERMS

The BPMe App contains third party software and services. When you use the BPMe App, you are agreeing to BP's use of such third party software and services. You are also agreeing to any applicable terms of use, licenses, or privacy policies related to such third party software and services. A breach of any such terms of use, licenses, or privacy policies will be deemed a breach of these Terms.

9. TERMINATION

- 9.1 You can delete the BPMe App on your mobile device at any time. You must notify BP by email to AUcustcare@bp.com if you wish to permanently delete your BPMe account. Unless you advise otherwise, BP will retain a copy of your login details and other information contained within the BPMe App for three months before permanently deleting such information.
- 9.2 BP reserves the right to suspend or immediately terminate the BPMe App, any of the Services, any functionality of the BPMe App, or your specific BPMe account, with or without cause or notice, at any time.
- 9.3 Where BP suspends or terminates your BPMe account as a result of a breach of these Terms by you, you are not permitted to create a new account to circumvent the suspension or termination.
- 9.4 All provisions of the Terms that by their nature should survive termination will survive termination, including, without limitation, ownership provisions, indemnities and limitations of liability.

10. CHANGES TO THE BPME APP

- 10.1 BP may change the format, content and/or functionality of all or any part of the BPMe App at any time.
- 10.2 Updates to the BPMe App may be issued from time to time. Depending on the update, you may not be able to use all or part of the BPMe App until you have downloaded the latest version of the BPMe App and accepted any new terms.

11. LIABILITY

- 11.1 To the extent permitted by law, the provisions of the Competition and Consumer Act 2010 will not apply where you use the BPMe App for the purpose of a business and all other warranties and conditions whether express, implied or statutory with respect to the BPMe App and the provision of the Services are excluded.
- 11.2 To the extent permitted by law, in no event will BP, nor its directors, employees, agents, partners or any other party involved in creating, producing or delivering the BPMe App (**Representatives**), be liable under contract, tort (including negligence) or otherwise under or in connection with these Terms and/or your use of or inability to use the BPMe App and any of the Services. This applies, without limitation, to any loss or damage which you, or your BP Plus Card account holder, may suffer as a result of:
- (a) any third party software and services embedded in the BPMe App (see clause 8 above);
 - (b) any bugs, viruses, trojans, or the like (regardless of the source of origination);

- (c) the actions or inactions of other BPMe App users;
 - (d) you selecting an incorrect pump number or your Selected Pump not being hung up correctly after fuelling is complete when using Pay in Car (see clauses 4.9 and 4.10 above);
 - (e) the actions or inaction of participating retailers;
 - (f) suspension or loss of access to the BPMe App or any functionality; and/or
 - (g) unauthorised use or misuse of your BPMe account for any reason where BP has not received written notice of cancellation in accordance with clause 3.4.
- 11.3 You will indemnify BP against any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against BP by any other person as a result of unauthorised access to your BPMe account and/or your use of the BPMe App in breach of these Terms or any third party terms (see clause 8 above).
- 11.4 You acknowledge that the BPMe App is provided at no charge and accordingly the exclusions of liability and indemnity set out in this clause are fair and reasonable.

12. CHANGES TO THESE TERMS

- 12.1 Subject to the remainder of this clause, BP may amend these Terms from time to time by publishing an updated version in the BPMe App. Please check the terms published in the BPMe App periodically for changes. Your continued use of the BPMe App following publication of updated Terms confirms your acceptance of the updated Terms.
- 12.2 The changes BP can make to these Terms, without your authorisation, are limited to changes:
- (a) to reflect updates to the functionality, security, options and Services available on the BPMe App;
 - (b) to reflect third party terms and conditions that apply to BP and/or the BPMe App;
 - (c) that are generally beneficial to, or do not have any adverse impact on, users of the BPMe App; and/or
 - (d) that are required to reflect changes to applicable law.
- 12.3 BPMe will request your confirmation, via the BPMe App, that you agree to the updated Terms if the updated Terms incorporate any other changes. Your continued use of the BPMe App will be subject to your confirmation that you agree to the updated Terms.

13. GENERAL

- 13.1 You must comply with any additional terms and conditions brought to your attention in the BPMe App, when you are setting up your BPMe Account or using the BPMe App.
- 13.2 You agree that:
- (a) you will not assign or otherwise transfer your BPMe account;
 - (b) you will not use the BPMe App for any unlawful purpose, in any way that interrupts, impairs, damages or renders the BPMe App less efficient, to transfer files that contain viruses, trojans or other harmful programmes, to access or attempt to access the accounts of other BPMe account holders or to penetrate or attempt to penetrate any security measures;
 - (c) you will not do anything BP reasonably considers to be disreputable or capable of damaging its reputation, the BPMe App or the Services; and
 - (d) you will comply with all applicable Australian law.

- 13.3 If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or removed to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. The failure of BP to exercise any right shall not be deemed a waiver of that right or any other rights that BP may have.
- 13.4 These Terms are governed by and construed in accordance with the laws of Victoria and you submit to the exclusive jurisdiction of the Courts of Victoria, Australia.
- 13.5 These Terms constitute the entire agreement between you and BP.

14. CONTACT US

- 14.1 If you have any questions about these Terms or the BPMe App, or wish to notify us of any of the matters referred to in these terms, please contact BP at AUcustcare@bp.com:

These Terms were last updated in July 2016.