

Air BP myinvoice Terms of Use & Privacy Statement

Terms of Use

BP is able to offer you the facility to receive original or copy electronic invoices via an internet portal ("**Portal**").

To the extent that we agree under any supply agreements between us ("**Supply Agreements**") or otherwise that invoicing shall be done electronically, these terms of use ("**Terms**") will govern the basis upon which electronic invoicing shall be carried out and in relation to the Supply Agreements shall supplement the terms of those agreements in relation to invoicing (only).

For the purposes of these Terms, "BP" means the BP company with which you have a Supply Agreement ("**Contracting Entity**") and (where appropriate) the BP company which performs the sale and delivery obligations set out in a Supply Agreement on behalf of the Contracting Entity ("**Supplying Entity**"), "you" or the "Customer" means the company that is to be invoiced and "we" or "us" means all of the relevant parties.

By accepting these Terms, you agree to the following:

1. Use of the Portal

- 1.1 We shall agree in writing which purchase accounts shall be invoiced via electronic invoices (the "**Accounts**"). You agree that subject to relevant country legal and tax requirements and paragraph 2.1.8 of these Terms, BP will have the right to issue original paper invoices in relation to the Accounts. Where relevant country legal and tax requirements do not permit the issuing of original electronic invoices, BP will issue original paper invoices but will send you copy electronic invoices in relation to the Accounts. BP will inform you of the date from which original electronic invoices will be issued.
- 1.2 The electronic invoicing process shall operate as follows:
 - 1.2.1 Invoices will be created in accordance with a specified format, using processes designed to secure the authenticity and integrity of the data. Original invoices shall be certified by an electronic signature. Once created, invoices shall be stored in an electronic repository on a server in Australia and the Customer may download certain invoices via the Portal where required. BP will initially upload 3 months of invoice data plus all open items. BP will use its reasonable endeavours to make available up to 2 years of invoice data once sufficient time has elapsed to make this possible.
 - 1.2.2 You acknowledge and understand that unless you download original invoices via the Portal the data you access via the Portal is a presentation of the invoice data in electronic form.
 - 1.2.3 You further acknowledge and agree that BP will use third party agents to store the invoice images in the electronic repository on a server in Australia.
 - 1.2.4 Electronic signatures certifying the integrity of the invoice images shall be created and signed on our behalf by a third party.
 - 1.2.5 Invoices shall be deemed to be issued by BP at the time the original invoice is created by BP whether electronically or otherwise. This shall be the date of invoice for the purpose of the Supply Agreement and these Terms.
 - 1.2.6 The Portal has the facility to send an email notification to you that invoice data is available to view. You may set its account profile to receive such email notification at your discretion.
 - 1.2.7 If you no longer wish to receive electronic invoices for any purchase account and wish instead to receive invoices in paper format, you must give BP at least 30 days' prior written notice. Having discussed your use of the Portal, BP shall agree with you a process for issuing invoices thereafter.

2. Conditions of use

- 2.1 If you elect to receive electronic invoices via the Portal, you will comply with the following conditions of use:
 - 2.1.1 You will only use the Portal for the purposes of viewing your invoices and (where relevant) orders for fuel ("**Permitted Purpose**").
 - 2.1.2 You must have the ability to access the internet in order to use the Portal. You will be responsible for ensuring that you have access to the internet at all times to view invoice data and electronic invoices BP sends electronically. We will not be responsible for any internet usage costs.
 - 2.1.3 You will remain fully responsible and liable to pay original invoices issued electronically by us, regardless of whether or not you access the Portal and view the relevant invoice, are disconnected from your internet account for any reason or fail to read any email notification.
 - 2.1.4 You accept that any original invoices issued via the Portal are validly issued by electronic transmission and expressly waive any rights to declare any invoice invalid on the sole ground that the invoice was issued electronically.
 - 2.1.5 You will be responsible for ensuring that any login and password detail provided by BP or issued by the Customer Administrator to access the Portal shall be kept safely and securely and you undertake to implement and maintain control and security procedures and measures necessary to ensure the protection of data against the risk of unauthorised access, alteration, loss or destruction.
 - 2.1.6 You will ensure that invoices are readily accessible and can be reproduced in a readable form and, if required by any government tax authorities, can be printed.
 - 2.1.7 If you choose to receive email notification in accordance with paragraph 1.2.8, you must provide BP with a valid e-mail address to which such notifications shall be sent. It will be your sole responsibility to ensure the accuracy of the email address and the validity of the account.
 - 2.1.8 Subject to relevant country legal and tax requirements, BP may in our sole discretion issue paper invoices in respect of the Accounts in addition to or instead of electronic invoices at any time. In such circumstances, BP will give you such notification as is reasonably practicable.
 - 2.1.9 You must comply with our reasonable directions or those of any regulator or other body which administers public addressing identifiers ("**Regulator**") related to the use of the Portal. In addition, you must comply with the requirements of any Regulator and acknowledge and agree that:
 - 2.1.9.1 We do not control the allocation of public addressing identifiers;
 - 2.1.9.2 We are not liable to you if BP is required to change any public addressing identifiers as a result of any direction given by a regulator or other body which administers public addressing identifiers; and
 - 2.1.9.3 on ceasing to use the Portal, your right to use any related public addressing identifier shall cease.
 - 2.1.10 In using the Portal you agree not to:
 - 2.1.10.1 use or manipulate the Portal in any way to interrupt, interfere with or damage the Portal or to make it less efficient;
 - 2.1.10.2 except to the extent expressly permitted by law, decompile, disassemble, reverse engineer or in any way modify the Portal program code;
 - 2.1.10.3 duplicate, copy, resell, sub-licence or otherwise commercially exploit any part of the Portal;
 - 2.1.10.4 use or attempt to use the Portal to transmit, publish or communicate any material which is defamatory, offensive, abusive, indecent, menacing or unwanted;
 - 2.1.10.5 breach the provisions of any privacy legislation governing BP's or your activities or of BP's or your employees, directors, agents, contractors, sub-contractors or affiliates;

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2.1.10.6 breach any applicable laws or regulations in relation to your use of the Portal or infringe any other person's rights; or

2.1.10.7 expose BP to any liability.

3. Authority to receive electronic invoices

You will be responsible for ensuring that you can receive electronic invoices in your country of residence and that the electronic invoice and the use of the Portal will comply with all tax and legal requirements in that country.

4. Confidentiality

BP and you shall ensure that invoice data is maintained in confidence and is not disclosed or transmitted to any unauthorised persons, except as required by law or by any government tax authorities.

5. Liability and warranty

- 5.1 BP accepts no responsibility or liability in the event that your login and password details are used by any third party to access your account without your permission. In addition, whilst BP will take reasonable steps to ensure any login and password details are securely sent to you, BP will accept no responsibility or liability in the event that such information is accessed or read by any third party, including where such information is accessed due to negligence, fault or wilful default.
- 5.2 BP makes no representation or warranty:
- 5.2.1 as to the fitness for purpose or merchantability of the Portal;
- 5.2.2 that any advice provided by BP to assist in your use of the Portal, is accurate or correct or will not have a detrimental effect on your network or any other application installed on it.
- 5.3 Further, to the maximum extent permitted by law, BP excludes all conditions and warranties implied by law.
- 5.4 Whilst BP will endeavour to make the Portal available at all times, BP cannot guarantee uninterrupted and/or reliable access to the Portal and make no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise. To the extent permitted by law, BP accepts no liability for any loss incurred or suffered by you arising out of or in connection with your use of, or inability to use, the Portal.
- 5.5 BP shall not be liable for any loss of profits, loss of revenue, loss of business or goodwill, or any other economic loss nor for loss of, damage to, corruption of or compromise of data, in each case arising out of or in relation to use of the Portal.
- 5.6 BP shall not be liable for any indirect or consequential losses arising out of or in relation to use of the Portal.
- 5.7 We will implement and maintain control and security procedures and measures with a view to keeping information contained in the Portal secure, but our sole responsibility following any security breach will be to endeavour, taking reasonable steps, either by ourselves or through third parties, to prevent any continuance or re-occurrence once the problem has been identified by or notified to us.
- ## 6. Record retention
- 6.1 BP and you shall each store the invoices for a period of six (6) years or such longer period as may be required by local tax requirements in the following manner:
- 6.1.1 the invoice data shall be accessible on reasonable notice by either party to the other;
- 6.1.2 invoices shall be stored in their original and encrypted electronic format;
- 6.1.3 the electronic signature for each invoice must be stored as evidence of the authenticity and integrity of the invoice; and
- 6.1.4 the encryption codes for each invoice must be stored such that both BP and you can access such codes for the purpose of comparing the original encrypted invoice with the readable invoice data at any time.
- ## 7. Trademarks
- Trademarks may be displayed on the Portal from time to time. These may belong to BP or third parties.
You shall not use the trademarks on the Portal.
- ## 8. Data protection
- We and you shall each comply with any and all relevant data protection legislation in relation to the processing of any personal data pursuant to this Agreement. Please see our [Privacy Statement for more details](#).
- ## 9. Termination
- We may terminate your access to the Portal either on 60 day's written notice without cause or with immediate effect in the event that any breach of this Agreement is not remedied within 10 business days of notification of such breach. If BP terminates access to the Portal, BP shall discuss alternative methods of invoicing with you and BP and you shall agree a process for issuing invoices thereafter.
- ## 10. Consent to electronic invoicing
- You specifically agree that by agreeing to these Terms, you accept our use of electronic invoicing.
- ## 11. Variation
- If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms.
- ## 12. Governing law and jurisdiction
- These Terms shall be governed by English law and both you and BP submit to the non-exclusive jurisdiction of the English courts.

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AIR BP LIMITED (company number: 01150609), whose registered office is at Chertsey Road, Sunbury On Thames, Middlesex TW16 7BP, is responsible for this Portal, which is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of your use of it.

Collection, Use & Retention of Personal Information

This privacy statement, together with any other documents, policies, notices or other statements referred to herein sets out the basis on which we process personal information about you. Personal data is information that can identify a specific individual such as name, physical and/or email address and telephone number. By using this Portal or otherwise submit information to us e.g., by filling in forms or responding to surveys, you are choosing to provide us with your personal information. **You agree** that it will be used to provide the information, products or services you request (including information on additional products and/or services which BP reasonably thinks may be of interest to you). For more information see the "Direct Marketing" section below.

BP Group companies may carry out due diligence checks on potential and existing counterparties. These checks may involve BP collecting personal information via publicly available databases and other on/off-line sources. For information on how BP does this in accordance with applicable data privacy laws please contact privacy3@bp.com.

Personal information is held by us from the date of collection for the purposes of the Portal registration process and facilitating your access to and use of the Portal.

Keeping Personal Information Accurate & Access

We are committed to ensuring that your personal information is kept accurate and up to date. However, we can only make changes to your personal information if you notify us. It is your responsibility to let us know if there are inaccuracies or changes to your personal information. Please notify us at airbpmynvoice@bp.com if there are any changes to or inaccuracies in your personal information, providing us with sufficient information to enable us to identify you, so that any changes can be made.

In accordance with our internal policies you may ask us to provide you with access to any personal data we process about you. If you want access to your personal information contact airbpmynvoice@bp.com. We may be able to charge you for providing such access.

Security

Transmission of information via the internet is not always secure. We cannot guarantee the security of your data while being transmitted to our site; any transmission is at your own risk. However, once we have received your information, we take appropriate security measures to prevent unauthorised access, improper use or disclosure, unauthorised modification or unlawful destruction or accidental loss of personal information once it is under our control.

Disclosures and Transfers of Personal Information

Subject to the "Hyperlinks and Embedded Functionality" section below, BP does not sell or otherwise release your personal information to third parties to allow them to direct market their products and services to you. In order to provide our products and services we may, however, need to share your personal information with other companies within the BP Group, and/or third party service providers that process data on our behalf. If you submit personal information to BP, **you agree** to such disclosure.

Since BP operates globally, BP may want to transfer your personal information to other countries, including countries outside the European Economic Area (EEA). However, while in our control, we always seek to ensure that your personal information receives the same level of protection as it would had it stayed within the EEA, including seeking to ensure that it is kept secure and used only in accordance with our instructions and for the agreed purposes.

We reserve the right to disclose your personal information as required by law, or when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, request from a regulator or any other legal process served on BP. In the event that BP is subject to a takeover, divestment or acquisition we may disclose your personal information to the new owner of the business.

Direct Marketing

You agree that BP may send you marketing communications in line with your previously expressed marketing preferences. If you no longer wish to receive such, please contact us at airbpmynvoice@bp.com to modify your preferences, or follow the opt-out instructions contained in each marketing communication.

Site Traffic Information and Cookies

Servers located within BP and hosted by third party service providers (which may be located outside the EEA) automatically log data about your visit to this website based on your IP address. BP uses this information to see where the website is being used in the world to ensure seamless coverage.

To delete or stop cookies being placed on your computer refer to the help menu on your internet browser. In a few cases, blocking cookies may reduce the functionality of some websites or prevent access to them depending on your chosen browser options. Cookies can be "session cookies" (which are deleted when you close your browser) and/or "persistent cookies" which remain on your computer for a longer period of time.

By visiting this website, **you are agreeing** to our use of cookies for these purposes.

For further information about cookies, visit www.allaboutcookies.org

This Portal uses cookies which:

- (a) are strictly necessary to enable you to move around the site and use its features, e.g., accessing secured areas. Without these cookies some of the services you've asked for cannot be provided. These cookies do not gather information about you that can be used for marketing purposes, or for remembering where you've been on the internet; and
- (b) enhance the performance of the website by collecting information about how visitors use it (e.g., to maintain a consistent look and feel for the visitor). The information these cookies collect is not used to send you targeted advertising or remember where you've been on the internet; and
- (c) increase the website's functionality and make it more personal to you by allowing us to remember your previous choices (e.g., your location and preferred font type and size) and to provide any enhanced features detailed in the cookie-specific user notice. The information these cookies collect is not used to identify who you are, send you targeted advertising or remember where you've been on the internet.

You agree that your attention was specifically drawn to this section of our privacy statement and to the explicit privacy notice given to you and that you consent to our use of these cookies for these purposes.

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Questions About Your Personal Information

If you have any questions relating to this privacy statement or the personal information we hold about you please contact us by email at airbpmynvoice@bp.com or by post at the following address: Air BP Limited, PO Box 155, Mitcheldean, Gloucestershire GL17 0WH.

Changes to this Privacy Statement

We review this privacy statement regularly and may modify it from time to time. We will place any updates on this webpage. By continuing to use this website after such changes have been made, you acknowledge and agree you have read, understood and accept the changes. This privacy statement was last updated on 26 April 2017.

Hyperlinks and Embedded Functionality

This Portal may contain links to content or other functionality provided by third parties which are outside our control and are not covered by our privacy statement, including the embedded search box facility. If you access other websites using links or use other embedded functionality provided by third parties, the operators of those websites may collect information from or about you which will be used by them in accordance with their privacy statement, which may differ from ours. We encourage you to read those providers' privacy statements on their websites. We do not accept any responsibility or liability for these policies.