

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 Oil UK Limited (**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 for use in the United Kingdom (**Services**). Before using the BPme App and the Services, you should read these Terms carefully. They contain important information about the steps you must take to keep your account secure, restrictions on using the Services, how we or you can end the Services and our limitations on our liability to you. We have highlighted some of the most important Terms in bold below. If you do not agree to these Terms, you must not access, or must stop accessing, the BPme App.
- 1.3 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 support by email on BPmeUK@bp.com or by phone on 0800 402 402 (option # 1) during normal working hours.
- 1.4 The Services currently include:
- Pay for Fuel (see clause 4 below)
 - Station Finder (see clause 5 below)
 - Receiving Nectar Points on your fuel purchases (see clause 6 below)
 - Receiving and redeeming BP offers within the BPme App (see clause 6 below)

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

- 1.5 We plan to expand on the Services that we can offer to you within the BPme App and we will notify you of new functionality within the application once it becomes available and tell you how to use it.
- 1.6 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 13 below).

2. SETTING UP BPME AND USING YOUR BP ACCOUNT

- 2.1 To use the BPme App, you must:
- (a) create a BP user account to allow you to access BPme and any other services and applications that may be offered by BP to its customers from time to time; 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 BP 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 ACCOUNT FOR BPME SECURE

- 3.1 When you set up your BP account, you will be required to create a BP account password. We will ask you for your name, email address and payment credentials and you must provide accurate and complete information in response to these questions.
- 3.2 If you use Pay for Fuel (or any additional Services that we add to BPme that require additional security) you may be required to, or have the option to, create an additional 'passcode' or use your mobile device's touch ID functionality – for example, when you add a payment card for Pay for Fuel. Please be aware that any fingerprint activated for touch ID on your mobile device will be valid and you are responsible for any purchases made using any fingerprints stored on your mobile device.
- 3.3 You are responsible for ensuring that:
- (a) you are the only person that uses your BP account – you must not authorise anyone else to use your BP account;
 - (b) you only log onto BPme 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 BP account information is updated if your details change – for example, it is essential that you keep your Nominated Card (as defined in clause 4.7) details and/or your BP Fuelcard (as defined in clause 4.7) expiry date, activation code up-to-date if they change in order to continue using your BP account. BP is under no obligation to check that any instruction or confirmation made through your BP 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 3.5 below.
- 3.4 You must notify BP immediately, and request deletion or temporary suspension of your BPme profile (**Deletion Request**), if the security of your BP 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 BP account.
- You must confirm that notification by email to BP via BPmeUK@bp.com as soon as possible.
- You acknowledge that BP will not have any obligation to notify your Nominated Card issuer of fraudulent or unauthorised charge activity or to take any action on your behalf.
- 3.5 You will not be liable for any unauthorised transactions made from the second working day following receipt of a Deletion Request by BP. BP will not be liable for any transactions using your BPme App prior to the second working day following receipt of a Deletion Request by BP.
- 3.6 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.
- 3.7 **Security of your BP 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 BP account which contains personal and confidential information.**

4. PAY FOR FUEL TERMS OF USE

Restrictions of use

4.1 You agree that you will not use Pay for Fuel or otherwise use the BPme App:

- (a) if you are refuelling a motorbike;
- (b) if you are under 16 years of age;
- (c) if you do not have a motor vehicle (not a motorbike) or a suitable portable container or a demountable fuel tank to fill whilst you are on the BP retail forecourt;
- (d) if you are driving or your car is in motion; or
- (e) at any time that you are out of your vehicle and on the BP retail site forecourt.

4.2 You agree that you will comply with the relevant BP site safety rules and regulations at all times while using Pay for Fuel and the BPme App.

4.3 Pay for Fuel can only be used to purchase fuel and 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.

4.4 Some fuel pumps may not be available for use through Pay for Fuel at some BP sites. Pumps that are not available for use through Pay for Fuel at a BP site will not appear as an option in the Pay for Fuel menu when you use Pay for Fuel at that BP site.

Payment options

4.5 Pay in Car will enable you to use the BPme App to pay for fuel using:

- (a) authorised credit and debit cards, initially Visa and Mastercard cards, that you can add as a direct payment method within the BPme App;
- (b) Apple Pay;
- (c) Android Pay;
- (d) PayPal; or
- (e) a BP-issued Routex Fuelcard,

at participating BP sites, in accordance with this section 4. However not all payment methods will be available immediately and we will notify you once a new payment method has been activated within the BPme App.

Setting your payment preferences

4.6 You will be able to set your payment preferences within the 'Payment Details' section in the BPme App and will have flexibility as to whether you want to use one payment method or have a choice of multiple payment methods. You can add, update or delete these payment methods at any time.

4.7 In these Terms, any credit card or debit card available within the BPme App will be referred to as a **Nominated Card.** A BP Fuelcard is a BP Plus or a BP Plus Bunker card issued by BP which will be known as **your BP Fuelcard** for the purposes of these Terms and will not be classified as a Nominated Card.

4.8 Please note that:

- (a) Your preferred debit or credit card may not be eligible for the Pay for Fuel Service as a method of payment– you can check whether your Nominated Card is eligible by attempting to load it in the 'Payment

Details' section of the BPme App. If the card is not eligible you will receive an error message stating that your chosen card type is not supported; and

- (b) Even where a Nominated Card is available as a method of payment within the BPme App, there may be some BP sites which cannot accept all Nominated Cards and you may be required to select another of your Nominated Cards within the BPme app or pay in store at such sites.

- 4.9 If you wish to use Apple Pay or Android Pay (as applicable to your mobile device), you must ensure that your mobile device has the relevant operating system and that you accept relevant software updates to enable Apple Pay or Android Pay to function properly within the BPme App. Please contact Apple or Google (as applicable to you) if you have questions about using Apple Pay or Android Pay within the BPme App.
- 4.10 If you are using Apple Pay or Android Pay as part of the Pay for Fuel service, please be aware that in addition to these Terms other terms and conditions or policies from third parties may apply to the Pay for Fuel transaction, such as applicable terms from Apple or Google, banks supplying your Nominated Card and processing the payment transactions, your wireless carrier, and other third party services or websites incorporated in Apple Pay or Android Pay (as applicable). We refer you to clause 9 in respect of your adherence to such third party terms and conditions and policies.

Monetary holds for Nominated Cards

- 4.11 You will not be able to use a Nominated Card for the Pay for Fuel Service if it has expired, has been reported stolen by your bank or is no longer eligible for use in Pay for Fuel for any reason. You will be notified in Pay for Fuel if a Nominated Card is no longer able to be used.
- 4.12 BP will never see nor store the details of your Nominated Cards. If you add an authorised debit or credit card into the BPme App, such details are collected, stored and processed by BP's payment services provider, PayPal Luxembourg S.à r.l., who processes your purchases when you use the BPme App. If you use Apple Pay or Android Pay as your method of payment, neither BP nor PayPal Luxembourg S.à r.l. will collect, store or process your card details when you use the BPme App and the normal payment process for Apple Pay or Android Pay (as applicable) will apply.
- 4.13 If you use a Nominated Card to purchase fuel using Pay for Fuel, you authorise a pre-authorisation hold against your Nominated Card (for credit cards) or bank account (for debit cards) equal to fifty pence more than the value of fuel that you select in Pay in Car or, if no specific value is selected (e.g., you choose the 'Full Tank' option), up to £100.50 (including VAT) (**Pre-Authorisation Hold**). The additional fifty pence pre-authorisation will ensure that BPme App payments can be processed even if the actual amount of fuel delivered into your vehicle is slightly higher than the fuel value you select using Pay for Fuel but you will only pay for the amount of product fuelled into the car and the Pre-Authorisation Hold will be released.
- 4.14 If a Pre-Authorisation Hold is not granted for any reason, for example, if the relevant account does not have the funds necessary for the Pre-Authorisation Hold, you will not be able to proceed with the purchase at all.
- 4.15 BP is not responsible for, and has no influence over, the time it takes for your bank to release a Pre-Authorisation Hold. **Please contact your bank if you have any questions.**
- 4.16 **IMPORTANT: A Pre-Authorisation Hold will be made each time you authorise payment using a Nominated Card for Pay in Car. In some cases, this may result in multiple Pre-Authorisation Holds – for example, if you cancel a payment authorisation, or a payment authorisation times out, and you then proceed with another payment authorisation to purchase fuel using your Nominated Card. BP will not be responsible if by having multiple Pre-Authorisation Holds, your bank declines a transaction due to insufficient funds.**

BP Fuelcard

- 4.17 Once you have been notified by us that the BPme App enables payment by BP Fuelcard, you can register your BP Fuelcard(s) on your BPme Pay for Fuel account if:
 - (a) you have a BP Fuelcard that is eligible for the Pay for Fuel Service - you can check whether your BP Fuelcard is eligible by attempting to load your Fuelcard number in the Pay for Fuel menu or contacting your Fleet Manager or BP support (see clause 1.3); and

- (b) your use of the Pay for Fuel Service is approved by your BP Fuelcard account holder (being the individual who administers the BP Fuelcard account on behalf of your employer). Approval is at your BP Fuelcard account holder's discretion and may be revoked by your BP Fuelcard account holder at any time. If approval is given, your BP Fuelcard account holder will send you an activation code specific to your use of the BP Fuelcard within the BPme App that you will need to enter into the BPme App to activate your BP Fuelcard as a payment method.
- 4.18 A BP Fuelcard registered on your BPme Pay in Car account will only be used to purchase fuel, in accordance with any existing restrictions (e.g. fuel type, daily limit) applicable to your BP Fuelcard.
- 4.19 The "Conditions of Use of BP Fuelcards" between BP and your BP Fuelcard account holder (**BP Fuelcard Terms**) continue to apply to your BP Fuelcard. If there is any inconsistency between the BP Fuelcard and these Terms, the BP Fuelcard Terms will take precedence.
- 4.20 **If you register your BP Fuelcard for Pay in Car, you must keep the physical BP Fuelcard issued to you. Pay in Car is not available at non-BP sites (for example Texaco, Gulf and Esso stations that display the BP Fuelcard acceptance sign) and BP cannot guarantee that Pay in Car will always be available at BP sites.**

Digital instance of payment cards

- 4.21 **You acknowledge that registering your Nominated Card and your BP Fuelcard (once this payment method is available) on the BPme App creates a digital instance of your physical card.** If a Nominated Card or your BP Fuelcard are registered on your BPme Pay in Car account:

Nominated Card:

- (a) if your physical card is cancelled, the Nominated Card registered on your BPme profile (or via Apple Pay, Android Pay or PayPal as applicable) will also be cancelled and will no longer be capable of being used. However, if you cancel your **BPme profile** and/or BP account, or remove your Nominated Card from your BPme profile or within Apple Pay or Android Pay (as applicable) but do not cancel your physical card, your physical card can still be used; and
- (b) if your device or your physical card(s) is lost or stolen, then you must cancel all digital instances of your Nominated Cards registered on your BPme profile and/or BP account. You can contact us for help with cancelling your digital instances of your Nominated Cards (see clause 1.3).

BP Fuelcard:

- (c) if your physical card is stopped, the BP Fuelcard registered on your BPme profile will also be stopped and will no longer be capable of being used if your account holder chooses this option whilst stopping the physical card. Your account holder may choose to leave the digital instance of the BP Fuelcard live for up to 2 months whilst stopping the physical card. However, if you cancel your **BPme profile** and/or BP account, or remove your BP Fuelcard from your BPme profile and do not stop your physical card, your physical card can still be used; and
- (d) if your device or your physical card(s) is lost or stolen, then your account holder(s) must remove all digital instances of your BP Fuelcard(s) registered on your BP account. You must contact your account holder for help with cancelling your digital instances of your BP Fuelcard(s) (see clause 1.3).

Using Pay for Fuel

- 4.22 Pay for Fuel uses the location services provided by your mobile devices' native operating system for the purposes of determining the BP site you are at. To use Pay for Fuel, 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 for Fuel. In certain circumstance BP may also require that you confirm the specific BP site you are attempting to purchase fuel from via a message within the BPme App. You can use Pay for Fuel 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 ‘Please start fuelling now’ screen and ends at a time determined by BP from time to time (**time out period**).

- 4.23 Whilst using your BP Fuelcard, you will be prompted to enter odometer reading and/or vehicle registration number. It is your responsibility to enter these details accurately for each Pay for Fuel transaction
- 4.24 You may cancel your request for any reason up until the point at which you lift the fuelling hose at your Selected Pump (for example, if you become aware that you have identified the incorrect pump for your vehicle you should return to your car to cancel the request in the BPme App).
- 4.25 Whilst you may select a pre-set value for your fuel transaction using a Nominated Card, because the BP station network has a range of pump types installed, the pump mechanism may in fact stop fuelling either (i) up to 50p below your chosen value or (ii) at the value equal to your chosen value less the cost in pence of one litre of fuel, as a guard to prevent your purchase exceeding the Pre-Authorisation Hold in place for that transaction. You will only be charged for the amount of fuel delivered into the vehicle at the time that the pump stops fuelling rather than the pre-set value you selected for the transaction within the BPme App.
- 4.26 **IMPORTANT: If you have paid for your fuel using Pay for Fuel correctly, Pay for Fuel will confirm ‘Thanks, Payment successful’. If you have completed fuelling your vehicle and do not see this message, and/or you see the message ‘There’s been a problem’, any fuel dispensed to your vehicle will not have been charged to your BP Fuelcard or Nominated Card (as applicable) via Pay for Fuel 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.**
- 4.27 **IMPORTANT: It is your responsibility to ensure that, when you use Pay for Fuel, you select the correct site (if applicable) and 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 payment method you authorised for the Selected Pump using Pay for Fuel (i.e. a Nominated Card or your BP Fuelcard). If you authorised payment using your Nominated Card, a Pre-Authorisation Hold will also apply (see clause 4.13);
 - (b) any fuel dispensed to your vehicle will not be charged to your BP Fuelcard or Nominated Card (as applicable) via Pay for Fuel 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 Fuelcard account or your Nominated Card 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 Fuelcard or your Nominated Card, as a result of you entering an incorrect pump number for the Selected Pump when using Pay for Fuel or your Selected Pump not being hung up correctly after fuelling is complete (see below).

IMPORTANT: It is your responsibility to ensure that, when you use Pay for Fuel, 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 ‘Thanks, Payment Successful’ 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 your Nominated Card or your BP Fuelcard account holder in accordance with the BP Fuelcard Terms (as applicable).

- 4.28 When your transaction is complete a transaction summary will appear on the screen of the BPme App. This summary is not a receipt. We will email a VAT receipt for your Nominated Card or a Delivery Ticket for your BP Fuelcard to the email account that you register to your BP account.
- 4.29 Copy VAT receipts for Nominated Cards and copy delivery tickets for your BP Fuelcard can be obtained by contacting BP support (clause 1.3).

5. STATION FINDER TERMS OF USE

- 5.1 All BPme App users can use Station Finder.

5.2 Station Finder 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 Station Finder 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 Station Finder Service is correct or up to date.

6. NECTAR POINT COLLECTION

Description of the Nectar scheme

6.1 The Nectar loyalty scheme (**Nectar Scheme**) is operated by a third party, Nectar Loyalty, and BP is a sponsor of the Nectar scheme along with other participating companies. If you participate in the scheme you will be issued with a card (**Nectar Card**) which allows you to earn loyalty points (**Nectar Points**) which you can redeem to receive benefits, rewards and discounts through the Nectar scheme participating companies (**Nectar Rewards**). Details about the Nectar Scheme terms and conditions can be found on <https://www.nectar.com/about/privacy-and-legal>.

Adding a Nectar Card to the BPme App

6.2 Except where you use a BP Plus Bunker Fuelcard for fuel purchases, your use of the BPme App enables you to automatically earn Nectar Points on your fuel purchases using Pay for Fuel if you register a Nectar Card within the application as follows:

- (a) If you do not already have a Nectar Card, you will be able to register for a Nectar Card within the 'Offers' section of the BPme App. When you click on the 'Sign up for a Nectar card' within the BPme App, your mobile device will automatically open a web browser showing you the Nectar scheme webpage where you can make your application online.
- (b) If you already have a Nectar Card, you can use your BPme profile and/or BP account to create another version of your Nectar Card, by adding your existing registered Nectar Card or in the 'Offers' section of the BPme App (**Digital Nectar Card**).

6.3 The 'Nectar collector rules' and any other terms applicable to your use of the Nectar Card (**Nectar Terms**) apply to your Digital Nectar Card. For example, you will "accumulate" (i.e. earn) Nectar Points in accordance with the Nectar Terms. If there is any inconsistency with these Terms, the Nectar Terms will take precedence. To the extent required to apply to Digital Nectar Cards, the Nectar Terms should be construed as applying to both a physical and digital instance of Nectar Card.

6.4 If you create a Digital Nectar Card, you must keep your physical Nectar Card. Your Digital Nectar Card is only available for use at participating BP sites and is not able to be used at any other retailers that may participate in the Nectar scheme.

Nectar scheme benefits in the BPme App

6.5 Once you have added a Nectar Card within the BPme App you will have the following benefits:

- (a) When you use Pay for Fuel, you will automatically receive Nectar Points within 28 days of the completion of your purchase of BP fuel in accordance with the Nectar Terms;
- (b) You will be able to view a balance showing your Nectar Points (wherever and whenever they may have been earned when you make qualifying purchases with Nectar scheme participating companies);
- (c) You will be able to view a mini-statement showing a history of the Nectar Points issued for BPme transactions; and
- (d) Within the 'Offers' section of the BPme you will be able to view BP offers that are available to you under the Nectar scheme as a Nectar Reward.

6.6 In order to benefit from an offer, you will need to view the 'All Nectar offers' tab and if you are interested in an offer you will need to click on the relevant offer to see the offer details and any conditions attached to that offer. **You will only be able to activate the offer if you click on the 'Load to card' button.** Once an offer is loaded to your Nectar card then the points are automatically applied the next time the qualifying conditions are met. Each offer will be subject to terms and conditions that will appear when you view the offer and which you should review because if you load the offer, you will be deemed to accept these terms. Your decision to apply a loaded offer cannot be reversed once you have selected your choice in the BPme App.

6.6. When you use the Offers section of the BPme App to view and take advantage of Nectar offers, this does not affect your previously expressed Nectar marketing preferences or how your information is used in connection with the Nectar Scheme. You can change your Nectar marketing and data preferences by going to the following page on the Nectar Scheme website: at <https://www.nectar.com/my-nectar/manage-account/data-choices>.

7. PERSONAL INFORMATION

Our [Privacy Statement](#) sets out the ways in which we will collect, store and process data relating to your use of the BPme App and include details of your rights to access and request correction of any of your personal information that we hold. Please read the Privacy Statement carefully.

8. INTELLECTUAL PROPERTY

8.1 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).

8.2 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.

8.3 BP is not required to provide any documentation, support, telephone assistance, or enhancements or updates to the BPme App.

9. THIRD PARTY TERMS

9.1 BP may use third party applications, services and software in the BPme App, including, but not limited to, payment services, identity management services, 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).

9.2 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. 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 our [Privacy Statement](#), and that you are aware of any third party privacy policies that may apply to you, in conjunction with these Terms.

10. TERMINATION

10.1 You can delete the BPme App on your mobile device at any time. If you delete the BPme App, BP will remove all information relating to Nominated Cards and BP Fuel Cards stored in the BPme App as well as your transaction history except to the extent that BP must keep information to comply with legal and financial regulations. In order to permanently delete your BPme App profile data and/or BP account, you must notify BP by email to BPmeUK@bp.com to request that BP deletes your BPme identity and/or BP account.

10.2 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 BP account, with or without cause or notice, at any time. If BP terminates or suspends your access to the BPme App, any attempt you make to log into the BPme App will be unsuccessful, unless or until BP lifts any suspension on your BPme profile or BP account.

10.3 Where BP suspends or terminates your BP account and/or BPme App access as a result of you breaching these Terms, you are not permitted to create a new account to circumvent the suspension or termination.

10.4 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.

11. CHANGES TO THE BPME APP

11.1 BP may change the format, content and/or functionality of all or any part of the BPme App at any time. If BP needs to undertake any maintenance activity, you may not be able to use all or part of the BPme App whilst BP completes this activity but BP will seek to minimise any time the BPme App is unavailable for use.

11.2 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.

12. LIABILITY

12.1 BP is providing the BPme App to you 'as is' and you are using this BPme App at your own risk. To the extent permitted by law, all warranties and conditions whether express, implied or statutory with respect to the BPme App and the provision of the Services are excluded.

12.2 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 Fuelcard account holder or any joint-holder of a Nominated Card, may suffer as a result of or in connection with:

- (a) any third party software and services embedded in the BPme App, including payments services (see clause 9 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 site, pump number or your Selected Pump not being hung up correctly after fuelling is complete when using Pay in Car (see clauses 4.26 and 4.27 above);
- (e) the actions or inaction of participating retailers;
- (f) suspension or loss of access to the BPme App or any functionality;
- (g) unauthorised use or misuse of your BP account for any reason where BP has not received written notice of deletion in accordance with clause 3.4;
- (h) unauthorised access to your BPme profile or any information provided using your BP account, including payment information;
- (i) any Pre-Authorisation Hold (see clause 4.13 above); and/or
- (j) your Digital Nectar Card, including errors, omissions or delays in applicable offers or your redemption of them.

12.3 Nothing in these Terms shall limit or exclude BP's liability for death or personal injury caused by BP's negligence or for fraud or fraudulent misrepresentation.

12.4 You will be responsible to BP for 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 BP account and/or your use of the BPme App in breach of these Terms or any third party terms (see clause 9 above).

12.5 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.

13. CHANGES TO THESE TERMS

- 13.1 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.
- 13.2 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.
- 13.3 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.

14. GENERAL

- 14.1 You must comply with any additional terms and conditions, or instructions from BP, brought to your attention in the BPme App, when you are setting up your BP Account or using the BPme App.
- 14.2 You agree that:
- (a) you will not assign or otherwise transfer your BP 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 BP 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 laws.
- 14.3 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.
- 14.4 If you live in England when you agree to these Terms, these Terms will be governed by and construed in accordance with English law. If you live in Scotland or Northern Ireland when you agree to these Terms, the laws of Scotland or Northern Ireland, respectively, will apply to these Terms. Your local courts (i.e. English courts if you live in England and Scottish courts if you live in Scotland) will have jurisdiction to hear any disputes in connection with these Terms.

These Terms were updated July 2018.