

WFS General Terms of Use

Last Modified: March 25, 2020

Acceptance of the Terms of Use

These Terms of Use (as defined below) are entered into by and between you (for yourself and, if applicable, on behalf of an entity that you are authorized to represent) (“you” or “your”) and World Fuel Services, Inc. and its subsidiaries and affiliates (“World Fuel,” “we,” or “us”). The following terms and conditions, together with any documents expressly incorporated by reference herein (collectively, “Terms of Use”), govern your access to and use of the websites, applications, portals or platforms operated by World Fuel, including any content, functionality, and services offered on or through any such media (individually or collectively, as the context requires, the “Website”), whether as a guest or a registered user. You acknowledge that additional terms and conditions and fees may apply to specific portions of the Website, which are incorporated by reference herein and made a part hereof (“Additional Terms”), and that you will be required to agree to the Additional Terms in order to use those specific portions of the Website.

Please read the Terms of Use carefully before you access or use the Website. **By accessing or using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and the then-current data privacy policies and/or procedures posted to the World Fuel Services Privacy Center, at <http://www.wfscorp.com/privacy-center> (collectively, the “Privacy Policy”). If you are agreeing to the Terms of Use on behalf of an entity, you represent and warrant that you are authorized to bind that entity to the Terms of Use and by your agreement to these Terms of Use, such entity is bound to the Terms of Use.** If you do not want to agree to these Terms of Use and the Privacy Policy, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time without notice in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website

We hereby grant you a limited, non-exclusive, terminable, non-assignable, non-transferrable right to use the Website for your internal purposes in accordance with these Terms of Use. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice to you. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. The Website may be designed for use only with certain supported browsers or may be subject to system limitations and minimum operating specifications. The Website may not work properly if used with other browsers or if these limitations and specifications are not met.

Account Security

We may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To the extent the Website is subject to restricted access, only individuals authorized to access the system and using the account and security credentials required for access are permitted to access the Website. You are responsible for (i) maintaining the confidentiality and security of all passwords and other security credentials provided; (ii) any unauthorized access to the Website through your account(s); and (iii) ensuring that all persons who access the Website through your internet connection or on behalf of your organization are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with the Website or otherwise is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use or if we suspect that your user name and/or password have been compromised.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by World Fuel, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website only for legitimate business purposes relating your role as a potential or current supplier, distributor, or customer of World Fuel. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website for any other commercial purposes, except as agreed in writing with World Fuel or as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a copy to your computer or mobile device, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this Website except as otherwise agreed in writing with World Fuel.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.
- Take any action that would result in any third party obtaining any ownership of or other intellectual property rights in or to the Website or any portion thereof.
- Reverse engineer, decompile, disassemble, reverse translate or otherwise attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, proprietary data representations, or algorithms contained in the Website by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. This is in addition to any other rights and remedies that we may have against you at law or in equity. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by World Fuel. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The World Fuel name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of World Fuel or its affiliates or licensors. You must not use such marks without the prior written permission of World Fuel. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate World Fuel, a World Fuel employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm World Fuel or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce, intentionally or unintentionally, and whether by one of your employees or by a malicious third party that gained access to your computer systems, any viruses, Trojan horses, worms, logic bombs, or other coding, computer programs, malware, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Bypass or breach any security device or protection used by World Fuel or access or use the services other than by authorized users through the use of his or her own valid access credentials.
- Input, upload, transmit or otherwise provide to or through World Fuel's systems and services any information or materials that are unlawful or injurious, including any code the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt or otherwise interfere with the operations of any computer software, firmware, hardware, system or network, or the confidentiality and integrity of any data or information processed thereby; or

- Otherwise attempt to interfere with the proper working of the Website.

If you become aware of any actual or threatened activity prohibited by the Terms of Use, you shall promptly notify World Fuel and take all reasonable and lawful measures within your control to stop or prevent the activity and mitigate its effects.

Consents

The types of information that you may provide to the Website will vary depending on the specific portion of Website you are accessing, the World Fuel entity with which you are doing business and/or the particular services you will receive, and could include categories such as, but not limited to, commercially-sensitive information, transactional details, payment information, personally identifying information and/or sensitive personal information, etc. In all cases, in providing such information you agree that you have obtained all consents from the original data subject and/or data controller necessary under applicable law for us to collect, store, use, process, and transfer that information.

User Contributions

To the extent the Website contains interactive features ("**Interactive Services**") that allow users to publicly post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website, all User Contributions must comply with the standards set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the irrevocable right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not World Fuel, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to you or any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Feedback

We appreciate hearing from you and welcome your comments regarding the Website and/or the World Fuel products and services. If you send us any ideas, suggestions, inventions, or materials ("Ideas"), you agree that we will (a) own, exclusively, all now known or later discovered rights to the Ideas; (b) not be subject to any obligation of confidentiality and will not be liable for any use or disclosure of any Ideas; and (c) be entitled to unrestricted use of the Ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

Monitoring and Enforcement; Termination

We have the right (but not the obligation) to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for World Fuel.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS WORLD FUEL AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards (“**Content Standards**”) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the Website infringe your copyright, you (or your agent) may send us a “Notification of Claimed Infringement” requesting that the material be removed, or access to it blocked. Notices must comply with the DMCA and be sent to:

World Fuel Services Corporation
 Legal Department - Copyright Enforcement
 9800 NW 41st Street, Suite 400
 Miami, FL 33178

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. Except as otherwise agreed with us in writing, we do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by World Fuel, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of World Fuel. We are not responsible, or liable

to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Use of Data

You agree that World Fuel may collect and use technical data and related information that is gathered periodically to facilitate the provision of software updates, product support, product development, and other services to you and other users related to the Website. All information we collect on the Website is subject to the Privacy Policy. World Fuel may collect, use, transfer, and disclose such information for any purpose, as long as such collection, use, transfer and disclosure is in compliance with the Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS

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YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WORLD FUEL NOR ANY PERSON ASSOCIATED WITH WORLD FUEL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER WORLD FUEL NOR ANYONE ASSOCIATED WITH WORLD FUEL REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, WORLD FUEL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

EXCEPT AS OTHERWISE AGREED IN WRITING WITH WORLD FUEL, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WORLD FUEL, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

Indemnification

You agree to defend, indemnify, and hold harmless World Fuel, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, including, without limitation, your failure to obtain proper consents for the User Contributions.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida, United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal or state court sitting in Miami, Florida, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF USE OF THE WEBSITE.

Waiver and Severability

No waiver by World Fuel of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of World Fuel to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

Unless otherwise agreed in writing between you and us, the Terms of Use and the documents referenced herein constitute the entire agreement of you and us with respect to the subject matter described herein. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other contracts. Any rights not expressly granted herein are reserved.

Your Comments and Concerns

The Website is operated by
World Fuel Services Corporation
9800 NW 41st Street, Suite 400
Miami, FL 33178

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: webadmin@wfscorp.com.