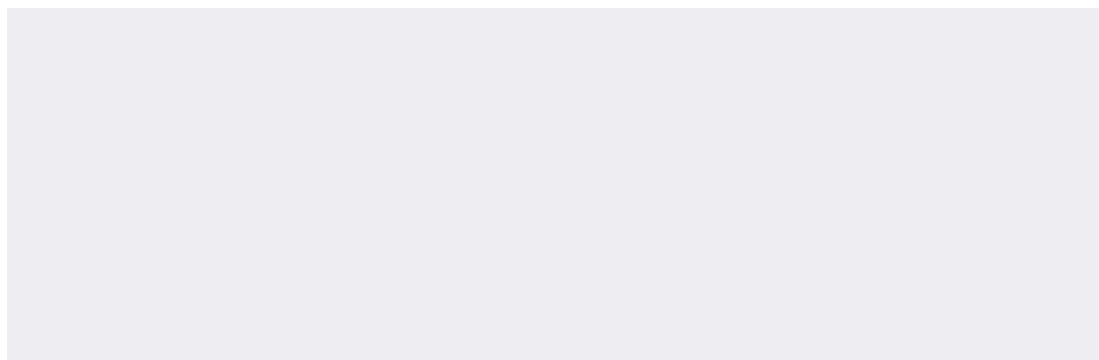


# U.S. Bank Voyager Network Rules and Procedures

These Voyager Operating Rules and Procedures and the information contained herein (collectively, the “Rules”) are made available to participants and prospective participants in the payment network operated by U.S. Bank (“U.S. Bank”) solely for use in connection with participation or potential participation in the Voyager<sup>®</sup> Network (the “Network”). The Rules are the property of U.S. Bank, and U.S. Bank retains all right, title, and interest herein.



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## Section 1 Introduction

The Voyager Network is a transaction processing, reporting, and payment system for the purchase of fuel, maintenance, and other related products and services by commercial and public-sector Fleet Owners. U.S. Bank is the owner and operator of the Voyager Network.

These Voyager Network Rules (the “Network Rules” or the “Rules”) have been established by U.S. Bank to provide a standardized set of requirements for participation in the Voyager Network. The Rules address the use of Voyager-branded products and services, the Voyager Marks, the dispute resolution process, risk mitigation, fraud liability, and general Network operating procedures specific to the Voyager Network. U.S. Bank is responsible for maintaining the Network Rules and communicating any changes to the Rules to Network Participants.

To ensure the security and viability of the Voyager Network, all Network Participants are required to adhere to the Network Rules and are responsible for ensuring adherence to the Network Rules by their Sponsored Entities (as defined below). The Network Rules apply to all Network Participants and represent a binding contract between U.S. Bank and each Network Participant. Every transaction submitted or processed on or over the Voyager Network by a Network Participant is subject to these Rules.

U.S. Bank issues Fleet Cards that are either (i) branded solely with the Voyager marks (“Voyager Cards”) or (ii) branded with both the Voyager marks and Mastercard® marks (“Dual Network Cards”). Voyager Cards may only be used (a) to conduct Transaction in the Voyager Network with all such Transactions subject to the Network Rules, and (b) with special permission to conduct transactions on the U.S. Bank Multi Service Aviation network with all transactions over such network being exempt from these Rules. Dual Network Cards may be used to conduct Transactions in either the Voyager Network or the Mastercard network. Dual Network Card Transactions conducted in the Voyager Network are subject to the Network Rules. Dual Network Card Transactions conducted in the Mastercard network are subject to the Mastercard network rules, which are separate from and unaffiliated with the Voyager Network Rules. Nothing contained in the Network Rules applies to Dual Network Cards Transactions or other activity processed on the Mastercard network. For all such Transactions, it is the sole obligation of the Channel Partners, Merchants, and Processors to procure, understand, and adhere to the most recent version of the Mastercard network rules.

[END OF SECTION]

## Section 2 General duties and responsibilities of Network participants

All Network Participants are bound by the Network Rules as applicable based on the nature of the participation. A Network Participant may be a party to another U.S. Bank agreement for other products or services unrelated to the Network Participant's Voyager Network participation. Any such agreement is inapplicable to the activities contemplated by these Rules and the Participation Agreement (as defined below).

U.S. Bank may release Documentation for Voyager products and services from time to time. To the extent that Documentation explains or interprets the Rules, that Documentation is binding on Network Participants. In the event of a conflict between the Rules and any such Documentation, the Rules shall control.

The Rules govern the relationship between U.S. Bank and its Network Participants. The Rules do not constitute a contract, promise, or representation or confer any rights, privileges, or claims of any kind, in each case, as to any third parties.

U.S. Bank reserves the right to amend, modify, delete, or otherwise change the Rules in its sole discretion and at any time. Under ordinary circumstances, changes to the Rules will be reflected in new editions of the Rules, which will be published twice annually (April and October) and will take effect 6 calendar months following publication; provided, that if U.S. Bank deems it necessary or appropriate to make changes other than in accordance with this schedule, U.S. Bank may do so.

### **Voyager Fleet products overview**

The Voyager Network facilitates payment Transactions between providers of fuel and vehicle maintenance services and Fleet Owners. Transactions over the Voyager Network may be initiated with the Fleet Card. In addition, U.S. Bank offers a variety of ancillary products and services to Network Participants. Any use of or participation in any Voyager Network services or products not covered in the Rules will be governed by the applicable Participation Agreement and associated explanatory Documentation.

### **Geographic scope**

Transactions over the Voyager Network are currently available in the fifty United States, the District of Columbia, and United States territories.

### **Network Participation Agreement**

Applications for participation in the Network shall be in such form and include such information as U.S. Bank may require from time to time. Each application for participation must be accompanied by (i) payment of all application, initiation, and setup fees that may be required by U.S. Bank; (ii) completion or delivery of required regulatory documentation, (iii) required financial information; and (iv) all due diligence and related information requested by U.S. Bank.

Each prospective Network Participant must execute an agreement (the "Participation Agreement") with respect to participation in the Network, which will be in the form, and will include all of the information that U.S. Bank may from time to time require.

### **Sponsored entities**

A Network Participant (a "Sponsor") may sponsor certain other entities ("Sponsored Entities") for participation in the Network. A Network Participant is fully liable to U.S. Bank for the acts and omissions of its Sponsored Entities to the same

extent as it is liable for its own acts and omissions, and shall ensure that its Sponsored Entities comply with these Rules to the extent applicable to them. For example, a Sponsored Merchant must comply with all Rules applicable to Direct Merchants. In the event of a violation of these Rules by a Sponsored Entity, U.S. Bank shall have the right to enforce these Rules against the Sponsor or directly against such Sponsored Entity and the applicable Network Participant shall ensure that its contractual agreement with its Sponsored Entity provides U.S. Bank with all rights necessary to do so. Sponsored Entities are not Network Participants and have no right to enforce these Rules or the terms of the Network Participant's Participation Agreement against U.S. Bank.

A Channel Partner may sponsor Fleet Owners and Private Sites for participation in the Network.

A Processor may sponsor Merchants for participation in the Network ("Sponsored Merchants").

Merchants may also participate in the Network directly, without sponsorship ("Direct Merchants").

A Direct Merchant shall act as sponsor for its company-owned and non-company-owned locations and such non-company-owned locations shall be deemed Sponsored Merchants.

### **Compliance program**

Each Network Participant must develop a program of appropriate policies and procedures (the "Compliance Program") designed to mitigate the risk associated with acceptance of Transactions and ensure its compliance and that of its service providers and agents, as well as any Sponsored Entities, if applicable, with Applicable Law, PCI Requirements, industry best practices, and these Rules.

Such Compliance Program must include:

- An underwriting, monitoring, and control policy with respect to its Sponsored Entities.
- Training and education, including as specified by U.S. Bank, for its personnel and its sponsored entities with respect to compliance with these Rules and applicable legal obligations.

Periodically, U.S. Bank may review and approve or disapprove these policies and procedures.

### **Use of Third Parties**

All Network Participants are responsible for the acts and omissions of their agents, subcontractors, and other third parties to the same extent as they are responsible for their own acts or omissions, and for ensuring the compliance by such entities with the Rules applicable to the activities performed on behalf of the Network Participant.

### **Compliance with the Rules**

Each Network Participant is liable for any costs, expenses, fees, fines, penalties, assessments, or liabilities (of whatever nature) imposed by U.S. Bank upon such Network Participant to the extent that such costs, expenses, fees, fines, penalties, assessments, or liabilities result from the non-compliance of such Network Participant, its Sponsored Entities, or its agents or vendors with the Rules.

Each Network Participant must, to the extent applicable, certify its compliance and that of its Sponsored Entities with the Network Specifications. For the avoidance of doubt, the Network Specifications shall be deemed incorporated by reference to these Rules.

As part of its Compliance Program, each Network Participant must adopt policies and procedures and appropriate reviews and reports to enable such Network Participant to monitor its compliance with these Rules. Each Network Participant must make such reports available to U.S. Bank upon request. In addition, U.S. Bank has the right, on reasonable prior notice to such Network Participant, to audit the books, records, and operations of such Network Participant and its third parties relating to its participation in the Voyager Network. If non-compliance with these Rules is demonstrated by such audit, the costs of the audit shall be borne by the Network Participant.

[END OF SECTION]

## Section 3 Channel Partner obligations

### Compliance with Network Rules

A Channel Partner shall cause all Fleet Owners sponsored by such Channel Partner to comply with all Network Rules and shall be liable to U.S. Bank for any non-compliance by such entities.

### Fleet Owner Agreement

A Channel Partner must enter into a Fleet Owner Agreement with each prospective Fleet Owner prior to requesting a Fleet Card be issued or providing access to the Voyager Network to such Fleet Owner. The Channel Partner must provide all applicable Fleet Owners with rules (the “Fleet Owner Rules”) that include all applicable provisions of these Network Rules. Channel Partner must update its Fleet Owner Rules within 60 calendar days of receiving notice of an applicable change in the Network Rules and must communicate such changes to its Fleet Owners, unless otherwise specified by U.S. Bank.

### Card production

As provided in the Network Specifications, each Channel Partner will have the option to produce its own Fleet Cards. A Channel Partner must produce any such Fleet Cards in accordance with the Network Specifications and any Mastercard specifications if it is a Dual Network Card.

### Card proofs

Each Channel Partner that elects to design its own Fleet Card must provide proofs of any Fleet Card design to U.S. Bank for review and approval. Without limiting U.S. Bank right to approve all Fleet Card designs, in no case shall the Fleet Card (i) include designs, images, or content that are unlawful, libelous, abusive, hateful, vulgar, or obscene or (ii) be confusingly similar to the card design attributes, brand identity, or card plastics of payment products issued by U.S. Bank or its affiliates. In the event the Channel Partner chooses not to design a Fleet Card, U.S. Bank will produce a default card design for the Channel Partner and its customers.

### Use of fleet cards

Each Channel Partner must mandate and ensure that Fleet Cards are used only for the purchase of fuel, products, and services related to the business activities of its Fleet Owners. The Channel Partner shall establish spend controls as required by U.S. Bank for each Card and Account established on the Network and acknowledges, as further described below, that U.S. Bank may impose spend controls at its discretion. The Channel Partner will process, bill, and collect charges incurred by its Fleet Owners’ Authorized Users, using its own or a third-party’s billing system. To facilitate this, U.S. Bank will provide an electronic file containing all Transaction data for each billing period in the form specified by the Network Specifications. Each Channel Partner shall take all reasonable precautions to ensure that only persons with appropriate authorization have been given access to Fleet Cards.

### Voyager AML Program

U.S. Bank maintains an anti-money laundering program (the “Voyager AML Program”) designed within the context of laws and regulations applicable to U.S. Bank to prevent the Voyager Network from being used to facilitate money laundering or for the financing of terrorist activities. In furtherance of the Voyager AML Program, which requires the Channel Partner’s compliance with the legal and regulatory requirements applicable to a Channel Partner, and without limiting Channel Partner’s other obligations with respect to its Compliance Program, Channel Partner must comply with the following:

- Implement and maintain an anti-money laundering program that is designed to prevent the use of the Network to facilitate money laundering or for the financing of terrorist activities;
- Assist U.S. Bank in guarding against circumstances that could facilitate money laundering or the financing of terrorist activities; and
- Identify circumstances of heightened risk and instituting policies, procedures, controls, or other actions specified by U.S. Bank to address the heightened risk.

### **Termination Event**

Upon the occurrence of a Termination Event with respect to a Channel Partner, the Channel Partner must immediately cease issuing Fleet Cards on behalf of its Fleet Owners, and U.S. Bank will not produce any further Fleet Cards for such Channel Partner, if applicable.

The Channel Partner whose Voyager Network participation has been terminated or suspended must ensure that all of its Fleet Cards are withdrawn from circulation no later than the effective date of termination of such Channel Partner's participation in the Voyager Network.

[END OF SECTION]



## Section 4 Direct Merchant Obligations

### Compliance with Network Rules

Each Direct Merchant must cause all of its company-owned locations and its non-company-owned Merchant locations to comply with the Network Rules and all applicable Network Specifications and is liable to U.S. Bank for any non-compliance occurring at such locations. At the sole discretion of U.S. Bank, such non-compliance may result in a Merchant being excluded from the Voyager Network. Each Direct Merchant must comply with the PCI Requirements, including at a minimum the requirements of PCI-DSS, and must annually deliver an Attestation of Compliance.

### Accepting the Fleet Card

Each Direct Merchant must honor and accept the Fleet Card at all of its locations.

Each Direct Merchant must display the appropriate Voyager Marks to indicate the Fleet Card is accepted for payment.

When a customer indicates he or she wants to pay with the Fleet Card, the Direct Merchant must complete and process the Transaction as defined in these Rules and the Network Specifications.

If a customer presents a Dual Network Card, the Merchant must process the Transaction through the Voyager Network, when there exists an option to select between networks. U.S. Bank may, at its sole discretion, determine that a Merchant is intentionally circumventing the Voyager Network and subsequently exclude that Merchant from the Voyager Network. Before excluding a Merchant for violating this processing rule, U.S. Bank will make a good faith effort to contact the Merchant in an attempt to educate the Merchant on the rule.

A Merchant must not directly or indirectly apply a Surcharge to a Transaction for which the customer presents a Fleet Card for payment, or establish a minimum Transaction amount as a condition for accepting the Fleet Card for payment. For the purposes of the Rules, a "Surcharge" is defined as a dollar amount, in excess of the established or published price of goods or services, charged to a customer to offset any costs associated with accepting the Fleet Card for payment, but not charged when another comparable method of payment is used. Certain additional fees may be charged by a Merchant (such as convenience fees, service fees, etc.) so long as such fees are applied uniformly to all like Transactions, regardless of payment method. A Merchant may offer discounted pricing for specific forms of payment, such as a discount for cash payment or a discount negotiated with a specified Fleet Owner or Card issuer.

For all Transactions, a Direct Merchant must secure an Authorization through the Voyager Network in accordance with the Network Specification. If the Network declines a request for Authorization, the Voyager Fleet Card cannot be used to complete the sale.

All cashier-assisted electronic Transactions must be accompanied by a POS Terminal printed sales draft that includes the following:

- Fleet Card Account name as encoded on the Fleet Card,
- last 4 digits of the Account number,
- expiration date,
- Transaction date and time,
- type of fuel sold,
- description of any non-fuel items purchased,
- odometer reading when required,
- total sales price,
- and Authorization Number.

At customer-activated terminals the sales draft must include:

- the last 4 digits of the Account number,
- expiration date,
- Transaction date and time,
- type of fuel sold,
- the vehicle's odometer reading when required,
- total sales price,
- and Authorization Number.

Transactions or resulting sales drafts that contain inaccurate Transaction details, including but not limited to inaccurate product codes or inaccurate product descriptions, are subject to chargeback. Chargebacks for inaccurate Transaction details may be initiated by a Channel Partner or by U.S. Bank on behalf of a Voyager Fleet Owner.

A copy of the sales draft must be made available to the customer at the time of the sale. Each Direct Merchant must keep an actual paper or electronic copy of the sales draft for 6 months from the date of purchase.

All Voyager Transactions must be submitted for settlement within 7 days of the completion of the Transaction, as outlined in Section 6 Transaction Processing (Timely Submission of Transactions). Transactions not submitted within the 7-day timeframe are subject to chargeback.

The Direct Merchant must establish a fair policy for the exchange and return of merchandise. The Direct Merchant must promptly submit any credits to the Network for proper processing and crediting to the Fleet Owner.

The Network will not accept manually prepared (paper) credit vouchers from Direct Merchants. Manually prepared credit vouchers must be converted to electronic media and transmitted to the Network.

For the avoidance of doubt, Fleet Card Transactions that are processed through a Merchant-owned or Merchant-sponsored mobile application are subject to the same Transaction requirements as standard Fleet Card Transactions.

### **Voyager Enhanced Data Capture**

As specified and defined in the Network Specifications, each Direct Merchant must certify to U.S. Bank that it is able to capture and transmit Voyager Enhanced Data and must capture and transmit Voyager Enhanced Data for each Transaction. Each Direct Merchant is responsible for submitting accurate Voyager Enhanced Data. Transactions that include inaccurate data are subject to chargeback. If Voyager Enhanced Data is not readable at a POS Terminal via a card swipe or dip, as applicable, the Identification Number may be manually entered by the Merchant in an attempt to obtain authorization for a Transaction. Voyager Enhanced Data requirements are detailed in the Network Specifications.

### **TeleTrans Merchants**

For the purposes of these Voyager Network Rules, Merchants who participate in the Voyager TeleTrans program are Direct Merchants and are subject to all Direct Merchant obligations outlined herein. Specific Transaction Processing requirements for TeleTrans Merchants are further outlined in Section 6: Transaction Processing.

### **U.S. Bank Multi Service Aviation Merchants**

For purposes of clarity, the U.S. Bank Multi Service Aviation network is a separate fueling network, and Multi Service Aviation Merchants are required to adhere to the U.S. Bank Multi Service Aviation network rules rather than the U.S. Bank Voyager Network Rules.

[END OF SECTION]

## Section 5 Processor Obligations

### Compliance with Network Rules

A Processor must comply with the Network Rules and is liable to U.S. Bank for any non-compliance.

### Network Specifications

U.S. Bank will distribute to Processor the Network Specifications. Processor must comply with any relevant procedures or instructions relating to how the Fleet Card is presented and accepted and with any additional operating procedures or instructions as may be provided.

Before initiating any sponsorship of Merchants or transmission of Transactions to the Network, Processor must obtain, and at all times maintain, certification from U.S. Bank of compliance with all Network Specifications.

U.S. Bank may immediately revoke Processor's certification and may terminate Processor's access to the Voyager Network in the event that:

- Processor fails to comply with the Network Specifications and such failure remains uncured for 30 days after U.S. Bank delivers notice of non-compliance to Processor;
- Processor fails to comply with any other term of these Rules and such failure remains uncured for 30 days after U.S. Bank delivers notice of non-compliance to Processor;
- Processor is placed into conservatorship or receivership; or proceedings to wind up, dissolve, liquidate, or reorganize the Processor are commenced and remain unstayed for a period of 30 days;
- U.S. Bank determines that, based on financial information provided by Processor to U.S. Bank, Processor's financial condition creates a significant risk of material loss to U.S. Bank or its Sponsors and Network Participants;
- U.S. Bank determines it is necessary to revoke Processor's certification in order to avoid the risk of violating Applicable Law or regulations or to alleviate a threat to the safety, security, or integrity of the Voyager Network or of any constituent of the Voyager Network.

Each Processor must maintain the necessary hardware and software to interface with the Network and must ensure its systems are adequate to process Transactions in a manner compliant with Applicable Law, the Rules and the Network Specifications, Compliance Regulations, and the agreement between the Processor and its Merchant. Each Processor must also certify compliance with all applicable PCI Requirements, including, at a minimum, PCI-DSS or any successor standard thereto, and deliver an Attestation of Compliance to U.S. Bank annually.

If Processor plans any material system reconfiguration related to the processing of Transactions, Processor must furnish U.S. Bank with no fewer than 30 days' advance written notice of such plans. Processor must obtain a new certification from U.S. Bank in connection with such reconfiguration.

## Service Level Standards

Processor must adhere to the Service Level Standards as set forth in these Network Rules.

Processor must implement standard measurement and monitoring tools and metrics as well as standard reporting procedures to measure and report Processor's performance against the applicable Service Levels. Within 7 calendar days following the end of each month, Processor must provide U.S. Bank with monthly reports regarding Processor's performance under the Service Level Standards as outlined below ("Service Level Reports"). Processor also must provide U.S. Bank with information about and access to the measurement and monitoring tools and procedures utilized by Processor for purposes of audit verification.

These Service Level Standards and performance guidelines apply to the Processor System. The performances of other entities outside the Processor System (e.g., U.S. Bank and various internet service providers) are excluded from the determination of Processor's adherence to the Service Levels defined herein. All times shown are Central Time unless otherwise stated.

I. System Availability	
A. Authorizations	<ul style="list-style-type: none"><li>• Authorizations: 99.9% system-wide availability (as calculated per month)</li></ul>
B. Exclusions	<p>The measurement of these service levels will exclude the following maintenance windows:</p> <ul style="list-style-type: none"><li>• U.S. Bank Requested Maintenance: U.S. Bank may request the implementation of a change or of a new Program outside the maintenance window or prior to the completion of Processor testing and quality assurance. In these cases, a service level waiver may be requested by Processor. This waiver will provide an exemption from adherence to this service standard for that period of time.</li><li>• Unplanned Outages: Processor must immediately notify U.S. Bank of unplanned outages in accordance with the provisions of the section below captioned "Incident Resolution," which may include third party outages.</li><li>• Maintenance Window: Sunday 2:00 a.m. – 6:00 a.m.</li></ul>
II. Transaction Processing	
A. Authorizations	<ul style="list-style-type: none"><li>• 99.9% of transactions must have a response time of five seconds or less (as calculated per month).</li></ul>

III. Reports/Output	
A. Reports/Output Generally	<ul style="list-style-type: none"> <li>• Subject to any pre-planned maintenance windows, 99.9% immediate and real-time access to Processor’s servers, to allow U.S. Bank to retrieve required reports or information.</li> </ul>

IV. Disaster Recovery	
A. Verification	<ul style="list-style-type: none"> <li>• At least once a year, Processor must test its disaster recovery procedures and publish the initial results within 30 days of the completion of the test. Processor must issue a final report at least 90 days from the completion of the test.</li> </ul>
B. Service Standards During Recovery	<ul style="list-style-type: none"> <li>• Processor must not miss these service level standards during testing or actual implementation of the plan.</li> </ul>

V. Chargebacks, Dispute Handling, Compromised Accounts	
A. Chargebacks and Dispute Handling	<ul style="list-style-type: none"> <li>• Processor must meet the timeframes dictated or required by the Network for any Chargeback and Dispute Handling issues</li> <li>• In compliance with the Rules, Processor must deliver document requests supporting Processor’s Chargebacks and Dispute Handling activities received from the Network.</li> </ul>

## Incident Resolution

Systems Problem Reporting: Processor shall provide a support group which will be available 24 hours a day, 7 days a week, to take incoming calls for assistance requests and to address system issues. The support group shall attempt to resolve issues reported on the call. If the support group is unable to do so, they will contact the appropriate level of Processor support staff to assist in the resolution. The support group will make every attempt to resolve any systems services problems within the first call; however, depending on the nature of the problem, resolution may not occur within the first call due to factors outside of Processor's control.

Incident Reports and status updates shall be delivered to the following email addresses:

[voyagerparticipantmerchant@usbank.com](mailto:voyagerparticipantmerchant@usbank.com)

Processor will assign, work, and report on all incidents based upon the business impact. Attention/updates to an incident will be governed by the severity level assigned to that incident. Severity levels are defined as follows:

Severity	Description	Acknowledgement / Resolution
<p><b>Severity 1 –Critical:</b></p> <p>A problem where actual or potential impact on program or business functions and practices is severe from a U.S. Bank, accountholder, or financial perspective.</p>	<p>A major service-affecting condition has occurred causing key services and features to be unavailable to Merchants sponsored by the Processor. There is an immediate direct accountholder impact or a U.S. Bank impact that is clearly not an isolated instance.</p> <p>Requires immediate attention and resolution.</p> <p><u>Examples:</u> authorization system unavailable.</p>	<p>Acknowledgment to U.S. Bank designated contacts in 60 minutes or less.</p> <p><u>Resolution:</u> Continuous attention until resolved.</p> <p><u>Status updates after initial acknowledgement:</u> Hourly until resolution or identified resolution.</p> <p><u>Incident Report:</u> Due within 7 calendar days of the incident. As appropriate, the incident report will include Processor’s short and long term solution(s).</p>
<p><b>Severity 2 – Moderate:</b> A problem where actual or potential impact on business functions and practices is moderate from a U.S. Bank, accountholder, or financial perspective.</p>	<p>A service-affecting condition has occurred causing key services and features to be intermittently unavailable or degraded for a majority of Merchants sponsored by the Processor. There is a direct, recurring accountholder impact or a U.S. Bank impact.</p> <p><u>Examples:</u> authorization system noticeably degraded or intermittently unavailable. Reporting is late or inaccurate. Posting of transactions is delayed or latency is present. Out of balance conditions are occurring.</p>	<p>Acknowledgment to U.S. Bank designated contacts in 2 hours or less.</p> <p>Resolution or identified resolution in 24 hours.</p> <p><u>Status updates after initial acknowledgement:</u> Every 2 hours until resolution or identified resolution.</p> <p><u>Incident Report:</u> Due within 7 calendar days of the incident. As appropriate, the incident report will include Processor’s short and long term solution(s).</p>
<p><b>Severity 3 - Minor:</b></p> <p>A problem where actual or potential impact on business functions and practices is minimal from a U.S. Bank, accountholder, or financial perspective.</p>	<p>A service-affecting condition has occurred, causing services and features to be intermittently unavailable or degraded for an isolated number of Merchants sponsored by the Processor.</p> <p><u>Examples:</u> Authorization system is intermittently unavailable for an isolated number of Merchants.</p>	<p>Acknowledgment to U.S. Bank designated contacts in 1 calendar day or less and resolution or identified resolution in 30 calendar days.</p> <p><u>Status updates after initial acknowledgement:</u> Weekly until resolution or identified resolution.</p>

Processor shall obtain approval from U.S. Bank for any planned outage or downtime. Planned outages and downtime can only be authorized by specific U.S. Bank managers and will be noted in the appropriate tracking mechanism under a specific field for that purpose. The relevant U.S. Bank manager shall continuously update all exceptions until resolved.

### **Data Transmission**

Each Processor must certify that it is able to capture, read, and transmit all Voyager Enhanced Data information through the Network and is responsible for ensuring that such data is submitted timely and accurately. Transactions that are submitted untimely or with inaccurate data are subject to chargeback. If Voyager Enhanced Data is not readable at a POS Terminal via a card swipe or dip, as applicable, the Identification Number may be manually entered by the Merchant in an attempt to obtain authorization for a Transaction. Voyager Enhanced Data requirements are detailed in the Network Specifications.

### **Transaction Submission Deadline**

All Voyager Transactions must be submitted for settlement within 7 days of the completion of the Transaction, as outlined in Section 6 Transaction Processing (Timely Submission of Transactions). Transactions not submitted within the 7-day timeframe are subject to chargeback.

### **Nondiscrimination**

A Processor must not discriminate against Direct Merchants that accept Voyager Transactions in favor of any Merchant that accepts credit or debit cards that are not Fleet Cards. A Processor must not discriminate against Voyager Transactions in favor of credit or debit card transactions, or any other non-Fleet Card transaction.

### **Transition Assistance**

In the event that a Processor's participation in the Network is terminated for any reason, such Processor agrees, at the request of U.S. Bank, to:

- continue to process Transactions for a period not to exceed 180 days following the effective date of the termination (the "Transition Period"); and
- during the Transition Period, cooperate as reasonably requested by U.S. Bank to assist affected Merchants to transition processing to another Processor.

Each Processor agrees to comply with all applicable Rules and the terms of its agreements with U.S. Bank and other Network Participants (if applicable) during the Transition Period.

### **Compliance Program**

As a Network Participant, the Processor provides access to the Network to its Sponsored Merchants. Without limiting Processor's other obligations under these Rules, Processor's Compliance Program must include credit underwriting and periodic credit review of Sponsored Merchants. Additionally, the Processor must:

- cause all of its Sponsored Merchant participants to comply with the Network Rules. Processor is liable to U.S. Bank for any non-compliance.
- provide its Sponsored Merchants with Terms of Service that detail the Sponsored Merchant's obligations as a Network Participant. The Processor must update the Terms of Service from time to time to reflect changes in these Rules. The Processor must submit the Terms of Service to U.S. Bank for review and approval prior to initial use and following any updates.

[END OF SECTION]



## Section 6 Transaction processing

### Timely submission of Transactions

The Merchant or Processor must submit Voyager Transactions for settlement within 7 days of the completion of the Transaction. At the discretion of U.S. Bank, completed Transactions submitted after such 7-day period may be submitted for payment, but the Fleet Owner has the right to deny payment based upon such untimely submission. Notwithstanding the foregoing, under no circumstances will a Transaction be accepted beyond 90 days after the completion of such Transaction, absent an issue stemming from a U.S. Bank-owned system that demonstrably prevented a Merchant or Processor from submitting the Transaction in a timely manner.

### Reporting and message formats

**Message Format:** Any Transaction message transmitted by a Network Participant must comply with the Network Rules and the Network Specifications.

**Maintenance and Retention:** U.S. Bank will maintain a daily record of authorized and settled Transactions between POS Terminals and the Voyager Network. The daily record will be maintained and made available to appropriate Network Participants for a period of 6 months after the date of the record.

**Settlement Information and Daily Reports:** U.S. Bank will provide or make available daily reports or electronic files to assist Network Participants in reconciling Transactions routed through the Network. Following the close of each Voyager Business Day, U.S. Bank will produce reports or electronic files for each Network Participant regarding settlement of POS Terminal and Network Participant activity. Reports or electronic files will be available for transmission following the close of each Voyager Business Day.

### Authorization of Transactions by the Network

This Section describes certain terms and conditions applicable to Transaction processing. References herein to “Merchants” include both Direct Merchants and Sponsored Merchants.

The Voyager Network will authorize Transactions if the following conditions are met. A positive authorization response does not guarantee collectability.

- The Fleet Card or Account is active and in good standing;
- The Fleet Card or Account has not exceeded any Transaction limits;
- The Transaction does not fall outside any spend controls associated with the Fleet Card or Account; and
- Any other Authorization parameters established by the Channel Partner or U.S. Bank have been met.

The Merchant must secure an Authorization Number from the Network for electronic Transactions that have been approved. At customer-activated pumps the Merchant will request approval from the Network to pre-authorize the Fleet Card with a stated value.

If there is a time-out or response message to the POS Terminal indicating that the authorization system is unavailable, then Merchant must telephone U.S. Bank, at a toll-free number provided by U.S. Bank to Merchants, for Authorization of that Transaction. The Authorization may, at the discretion of U.S. Bank, be provided by a human operator or a voice response authorization system.

If there is a timeout at the Network Participant's host processor, the Network Participant or the Network Participant's host processor must send a response message to the POS Terminal indicating that the attendant should call U.S. Bank at the designated telephone number for an Authorization.

The Network Participant must ensure that its host processor applies the same parameters for time-out of Voyager Transactions as it does for other payment card transactions. The Network Participant shall require its host processor to be available 24 hours a day, 7 days a week. If the Network Participant's host processor is unavailable for an unreasonable period of time, necessitating calls to the Network's authorization system, the Network Participant must exercise reasonable commercial efforts to cause its host processor to comply.

If an electronic Authorization cannot be achieved at an unattended POS Terminal due to technical difficulties, Authorized Users will be referred to the station attendant, who must follow the standard and applicable procedure for purchase Authorizations.

U.S. Bank will not provide negative files for Authorization or any other purpose to Network Participants.

### **Network Unauthorized Product Codes**

U.S. Bank in its sole discretion will decline purchases within certain unauthorized product codes without exception.

Products that are within the product codes or descriptions listed in the following table cannot be purchased with a Fleet Card and will be declined at the POS Terminal.

Product Code	Description
510	General Lottery
511	Lottery - Instant
512	Lottery - Online
513	Lottery - Other
514-517	Undefined Lottery—Reserved for Conexus Future Use
518-519	Undefined Lottery—Reserved for Proprietary Use
520	General Money Order
521	Money Order - Vendor Payment
522	Money Order - Payroll Check
530	General Store Service
531	Home Delivery
532	Prepaid Cards - Purchase
533	Prepaid Cards - Activation/Recharge
534	Membership/Loyalty
535-537	Undefined Store Services—Reserved for Conexus Future Use
538-539	Undefined Store Services—Reserved for Proprietary Use
540	General Health & Beauty Care
541-547	Undefined Health & Beauty Care—Reserved for Conexus Future Use
548-549	Undefined Health & Beauty Care—Proprietary Use
550	General Publications
551-557	Undefined General Publications— Reserved for Conexus Future Use
558-559	Undefined General Publications Reserved for Proprietary Use
560-590	Prepaid and Bill Pay (Secondary Network)
560	PIN Activate Prepaid Card
561	PIN Return Prepaid Card
562	Enable Device/Handset Unlock
563	Disable Device/Handset Lock
564	3rd Party Prepaid Card Activate
565	3rd Party Prepaid Card Reload
566	Financial Prepaid Card Activate
567	Financial Prepaid Card Reload
568	Proprietary Prepaid Card Activate
569	Proprietary Prepaid Card Reload
570	General Purpose Activate
571	General Purpose Reload
572	Real Time Recharge
573	Wireless Real Time Recharge
574	Single Payee Bill Pay
575	Multiple Payee Bill Pay
576-583	Undefined Prepaid and Bill Pay – Reserved for Conexus Future Use
584-590	Undefined Prepaid and Bill Pay- Reserved for Proprietary Use
910	Lottery Pay Out - Instant
911	Lottery Pay Out - Online
912	Lottery Pay Out - Other
955	Cash Back
956	Cash Back Fee
410	General Tobacco
411	Cigarettes
412	Tobacco - Other
413-417	Undefined Tobacco - Reserved for Conexus Future Use
418-419	Undefined Tobacco - Reserved for Proprietary Use
480	General Alcohol
481	Beer - Alcoholic
482	Beer - Non Alcoholic
483	Wine
484	Liquor
485-487	Undefined Alcohol - Reserved for Conexus Future Use
488-489	Undefined Alcohol - Reserved for Proprietary Use

## **Other Authorization requirements**

The Transaction floor limit is \$0.00.

An Authorization completion is required.

If a Merchant authorizes a Transaction not in accordance with these Rules and Network Specifications, the Merchant is liable for the transaction and loses all Chargeback rights for that Transaction.

## **Transaction Processing - TeleTrans Merchants**

To process Transactions through TeleTrans, the TeleTrans Merchant must complete the Voyager Merchant application and receive the Voyager Merchant Terms and Conditions. Only Direct Merchants are eligible to be TeleTrans Merchants. As Direct Merchants, TeleTrans Merchants are subject to all applicable Direct Merchant Obligations outlined in Section 4 of this document, including, but not limited to, the disallowance of adding a Surcharge to any Fleet Card Transaction and the requirement to process the Dual Network Card Transactions on the Voyager Network. TeleTrans Merchants that Surcharge Voyager Transactions or circumvent the Voyager Network when processing the Dual Network Card Transactions may be removed from the Network at the sole discretion of U.S. Bank.

TeleTrans Merchants are able to process Transactions on the Voyager Network through the following approved TeleTrans methods:

- The Voyager portal (formerly known as Merchant Commander Online or “MCO”)
- POS Terminal
- Interactive Voice Response (“IVR”)

Transactions submitted by telephone, secure email, or secure fax will be automatically rejected.

The TeleTrans Merchant must provide to U.S. Bank all requested Fleet Owner and Transaction information including, but not limited to:

- Fleet Card number,
- Fleet Card expiration date,
- restriction codes (a two-digit code on the front of the card),
- Identification Number,
- itemized charges,
- total tax due,
- total amount of the Transaction.

All Voyager TeleTrans Transactions must be submitted for settlement within 7 days of the completion of the Transaction, as outlined in Section 6 Transaction Processing (Timely Submission of Transactions). Transactions not submitted within the 7-day timeframe are subject to chargeback.

- A. Process for Submitting Invoices Through TeleTrans via the Voyager portal
  - i. If Merchant is able to access the Voyager portal, Merchant shall submit the Transaction through the Voyager portal with the information requested by Voyager.
  - ii. If such Transaction is approved, the Merchant will receive an Authorization Number. The Merchant must record the Authorization Number and retain such information for a period of 6 months.
  
- B. Process for submitting TeleTrans invoices via POS Terminal
  - i. A Merchant may access the Network via a POS Terminal. The Merchant must follow all applicable prompt options to successfully transmit the Transaction. The POS Terminal will provide an Authorization Number and a receipt that must be stored by the Merchant for a period of 6 months.
  
- C. Process for Submitting Invoices through TeleTrans via the IVR Program
  - i. A Merchant may access the IVR program via the toll-free phone number 888-785-1735.
  - ii. A Merchant must follow all applicable prompt options to successfully transmit the Transaction. The IVR program will provide an Authorization Number that must be recorded by the Merchant and retained for a period of 6 months.

### **Rejected TeleTrans Transactions**

In the event that a Transaction submitted to the Voyager Network through any TeleTrans method is rejected, the Network Participants involved in such Transaction will be informed of such rejection in accordance with the Network Specifications.

### **Process for submitting Transactions with Negotiated Pricing**

Network Participants may agree to a negotiated fuel price. Network Participants that have entered into an agreement for negotiated pricing must provide U.S. Bank notice at least 10 calendar days prior to the date on which negotiated pricing is to take effect. U.S. Bank will make commercially reasonable efforts to update its systems to reflect negotiated pricing and changes communicated by Merchant within 24 hours of receipt of the notice of negotiated pricing or notice of a change. Changes will be made only on business days. In the event that U.S. Bank is unable to implement negotiated pricing in its systems prior to the effective date, U.S. Bank will apply such pricing as part of the settlement reimbursement process.

Network Participants must provide U.S. Bank written notice of any termination of negotiated pricing at least 10 business days prior to such termination. U.S. Bank will make commercially reasonable efforts to update its systems within 24 hours of receipt of such notice of termination. Any alleged errors regarding negotiated pricing must be identified by the Network Participant to U.S. Bank in writing within 60 days from the date of the settlement detail record on which the Transaction in question appears is provided.

Negotiated pricing is applicable to Transactions on the Voyager Network only. Dual Network Cards that are not processed over the Voyager Network, including when a Dual Network Card processes as a Mastercard due to the point-of-sale Terminal not being properly certified to the current Voyager Network Specifications, negotiated pricing will not be applied to the Transaction. U.S. Bank is not liable for unapplied negotiated pricing for such Transactions. Processors and Merchants who wish to offer negotiated pricing to fleets on the Voyager Network are required to fully certify to the Voyager Network Specifications.

## **Fuel Desk Withdrawal**

The Network authorizes Fuel Desk Withdrawals from Participating Merchants. A Fleet Owner that wishes to allow Fuel Desk Withdrawals must allocate a portion of its overall available credit for Fuel Desk Withdrawals. The Fleet Owner must also indicate the Fleet Cards for which Fuel Desk Withdrawals are permitted and the maximum amount that may be withdrawn. The prompt for driver license number and state is required to authorize Fuel Desk Withdrawals. If not presented at the POS Terminal and submitted with the request for authorization, the Fuel Desk Withdrawal cannot be authorized.

## **Convenience Checks**

At a Channel Partner's request, U.S. Bank will issue Convenience Checks to Fleet Owners as designated by the Channel Partner. The Channel Partner will require the Fleet Owner to allocate funds from its available credit to facilitate use of Convenience Checks. The Channel Partner will post convenience check Transactions to the Fleet Owner's statement as a charge. The Channel Partner will facilitate posting to the Fleet Owner's statement based on the Convenience Check Transaction data provided by U.S. Bank. U.S. Bank may suspend or terminate Convenience Check access for any Fleet Owner if it determines that continued access presents a risk of loss or liability to the Network or any of its participants.

Convenience Checks must be registered by the Channel Partner, the Fleet Owner and the Authorized User and authorized by the Participating Merchant using the Voyager IVR system. U.S. Bank has no duty to verify the authenticity of the signature on a Convenience Check, or the identity of the individual signing the Convenience Check, or to restrict the use of Convenience Checks to specific Merchant types.

## **Disputes**

Other than the fraudulent use of a Convenience Check by an individual other than the Authorized User, which is governed by the applicable law pertaining to negotiable instruments, there are no dispute rights once a Convenience Check is used to make a purchase.

## **Stop Payment**

If the Channel Partner's Sponsored Entity desires to stop payment on a Convenience Check, the Sponsored Entity will immediately contact U.S. Bank by phone to initiate a verbal stop payment and then provide a written confirmation of the stop payment request within 14 calendar days of the verbal stop payment request. Any written stop payment request received by U.S. Bank will remain in effect for 6 months unless the request is renewed by the Sponsored Entity, in writing, before the end of the 6-month period. If the stop payment is not renewed, U.S. Bank may pay the Convenience Check if presented following such 6-month period. There may be circumstances under which a Convenience Check must be paid, even if U.S. Bank has received a stop payment request from the Channel Partner. U.S. Bank is not liable to the Channel Partner or the Channel Partner's Sponsored Entity if U.S. Bank does not honor the stop payment request under those circumstances. If it is determined that a Convenience Check should have been paid, but was not, U.S. Bank is not liable for any consequential, punitive, or incidental damages. U.S. Bank only obligation under those circumstances is to pay the designated payee the amount of the Convenience Check and to cancel any charges U.S. Bank assessed against any Network Participant because of any wrongful failure to honor the Convenience Check.

[END OF SECTION]

## Section 7 Settlement

### In General

Settlement is the process utilized to (i) provide reports of financial positions of Network Participants as of the close of each Voyager Business Day relative to Transaction activity and (ii) move funds among Network Participants on each Banking Business Day to settle the financial positions of Network Participants. Settlement includes only those funds involved in Transactions that are processed through the Network.

### Participant Reimbursement

Merchant, or its designated processor, must transmit the Sales Data File to the Network in accordance with the Network Specifications. For each Sales Data File transmitted to the Network, the Network will transmit a confirmation file in accordance with the Network Specifications.

### Reimbursement

U.S. Bank will reimburse Merchant for an amount equal to the Total Sales Value, less any processing fees, chargebacks, credits, discounts, exempted taxes, and any previous calculation of reimbursement in which deductions were greater than the Total Sales Value.

Reimbursement will be initiated 3 Banking Business Days from the date of receipt of the Sales Data File and in accordance with Table A, below, provided that the Sales Data File is received by the Network prior to the Network's daily cutoff time. Sales Data Files received after the daily cut-off time (the "Settlement Cut-Off Time") will be processed on the next Banking Business Day. The Network's Settlement Cut-Off Time is 3 p.m. CT.

Table A	
Sales Data File received	Payment made by ACH
Monday	Thursday
Tuesday	Friday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday
Saturday	Wednesday
Sunday	Wednesday

## Settlement with Merchants and Processors

### **Direct settlement**

For Direct Merchants or Sponsored Merchants that choose to settle directly with U.S. Bank, U.S. Bank will debit or credit the respective Merchant's designated settlement account for each Voyager Business Day's Transaction activity.

### **Processor settlement**

In cases where a Sponsored Merchant chooses to settle through a Processor, U.S. Bank will debit or credit the settlement account of the Processor that was designated by the Sponsored Merchant for each Voyager Business Day's Transaction activity for all Sponsored Merchants having so designated the Processor for settlement. Each Processor will settle with each Sponsored Merchant for which it performs processing services no later than the end of the Banking Business Day following the Processor's receipt of such funds.

### **Settlement Cut-Off Time**

Following the Settlement Cut-Off Time, U.S. Bank will cut off accounting for Transactions for that day. Subsequent Transactions will be included in the activity of the next succeeding Voyager Business Day. Settlement of funds for each Voyager Business Day that is not a Banking Business Day will be accumulated and occur on the next succeeding Banking Business Day.

### **Funds Settlement procedures**

Settlement will be in U.S. Dollars, through the automated clearing house ("ACH"). U.S. Bank may offset against amounts due from U.S. Bank to a Network Participant any amounts owed to U.S. Bank by such Network Participant. U.S. Bank is not liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including any clearinghouse or other paying agent or payment system operator, or Network Participant's financial institution or agents.

### **Additions and changes to Settlement Account Information**

Each Network Participant must ensure that additions and changes to the settlement account or ACH processing information relative to such Network Participant are provided to U.S. Bank at least 3 weeks prior to the requested effective date of any addition or change.

### **Returned and rejected items**

Each Network Participant agrees that any returned or rejected ACH item must be resolved within one Banking Business Day of the earlier of the date the Network Participant (a) obtained knowledge of the existence of the returned or rejected ACH item, or (b) received the return or reject notification.

If U.S. Bank determines that a Network Participant is or will be unable to satisfy any portion of its respective settlement obligations for any Transactions, U.S. Bank may temporarily suspend or terminate such Network Participant from participation in the Network.

If a Network Participant fails to fulfill its Transaction processing, settlement, or payment obligations under the Rules for any reason, U.S. Bank will bear no liability or responsibility for any loss associated therewith incurred by any Network Participants.

[END OF SECTION]



## Section 8 Resolution of Disputes

### Generally

A dispute may be initiated by a Channel Partner or U.S. Bank on behalf of a Voyager Fleet Owner for any of the reasons set forth in the Network Specifications, including (i) a discrepancy between the Transaction amount that was processed and the amount the Fleet Owner agreed to pay for the product or service, (ii) the Fleet Owner did not authorize the Transaction, or (iii) the product or service was not delivered or was not as described. U.S. Bank will investigate disputes in accordance with the procedures set forth in this Section 8.

All disputes will be submitted to U.S. Bank by the Channel Partner on a properly completed Dispute Form along with copies of all documentation substantiating the dispute including but not limited to invoices, transaction receipts, and billing statements. A dispute and all documentation must be submitted within 60 days from the date of the billing statement on which the transaction first appeared. Disputes and all documentation must be submitted to U.S. Bank by one of the following methods:

FAX at 866-400-5770

Email at [fueldisputes@usbank.com](mailto:fueldisputes@usbank.com)

Mail to Voyager Disputes Dept., PO Box 13050, Overland Park, KS 66282

Failure to provide the proper documentation within the 60-day period will result in the Channel Partner taking full liability for the dispute and any Transaction adjustments.

Disputes that arise from Transactions performed at an unattended POS Terminal at a fuel pump or an automated fuel pump will not be investigated by U.S. Bank. The Channel Partner will be directed to contact the Merchant directly to resolve the issue.

Upon receipt of a dispute form and documentation, U.S. Bank will log the dispute and assign a Dispute Coordinator. The Dispute Coordinator will facilitate all communication between the Channel Partner and the Merchant. The Dispute Coordinator will request the Transaction receipt and invoice from the Merchant. The Merchant will have 30 days to produce the proper receipt.

If the disputed transaction is the result of a TeleTrans Transaction the Dispute Coordinator will secure the TeleTrans Maintenance Form.

Once all documentation is received, the Dispute Coordinator will review the documentation and determine any corrective action to be taken. The Dispute Coordinator will instruct the Merchant to take the corrective action as required. The Dispute Coordinator will communicate resolution to the Channel Partner and will close the dispute record. If the Transaction is for tax, the Channel Partner will be advised that U.S. Bank will not address tax transactions and the issue will be referred to the Merchant for resolution. If the dispute results in the finding that a Channel Partner-sponsored Fleet Owner's employee misused the Fleet Card, then the Channel Partner is fully liable. U.S. Bank and the Merchant are not responsible for misuse perpetrated by Fleet Owner employees. If the investigation identifies the Transaction as fraudulent, see Section 9 Risk Mitigation and Transaction Liability.

There are no dispute rights for Convenience Checks.

If a Merchant is found responsible for the amount of a disputed Transaction by the Dispute Coordinator, the amount of the Transaction may be charged back to the Merchant by U.S. Bank. In addition, amounts may be charged back to a Merchant or Channel Partner as otherwise provided in these Rules. U.S. Bank may withhold the amount of any chargeback from the Merchant's settlement or may invoice the Merchant for such amount, which the Merchant must promptly pay. U.S. Bank will invoice the Channel Partner for the amount of any chargeback, and the Channel Partner must promptly pay such invoice. Notwithstanding the termination of this agreement, a Merchant or Channel Partner will remain liable for all unpaid chargeback amounts outstanding as of the termination date and for any amounts charged back to the Merchant or Channel Partner after the termination date as a result of Transactions occurring before termination. The Merchant or Channel Partner will be notified of the assessment of a chargeback within 120 days from the date of the applicable sale.

[END OF SECTION]

## Section 9 Risk Mitigation & Transaction Liability

### General

A Channel Partner will immediately require, and ensure, that its Fleet Owners discontinue use of Fleet Cards, Accounts, Convenience Checks, identification numbers, and codes if the Channel Partner or Fleet Owner knows or reasonably should know that Fleet Cards, Accounts, Convenience Checks, identification numbers, or codes used or issued to such Fleet Owner have been lost, stolen, counterfeited, or compromised. The Channel Partner must immediately notify U.S. Bank of such loss, theft, counterfeiting, or compromise. A Channel Partner is responsible for all unauthorized activity on a compromised, counterfeited, lost, or stolen Fleet Card that occurs prior to Channel Partner's notice to U.S. Bank of such loss or theft. A Channel Partner is not responsible for such activity commencing on or after Channel Partner's notice to U.S. Bank of such loss or theft.

Commercially reasonable efforts will be used to recover losses incurred for unauthorized use of Fleet Cards, Accounts, and Convenience Checks. A Channel Partner shall assist and cause its Sponsored Entities to assist in determining the facts and circumstances related to any loss, theft, or possible unauthorized use. The Channel Partner shall comply and shall cause its Sponsored Entities to comply with any procedures and provide U.S. Bank with any information that may be required by U.S. Bank for U.S. Bank investigation.

### Fraud losses – counterfeited or otherwise compromised cards

Fraud losses and unauthorized activity arising from counterfeited or otherwise compromised Fleet Cards shall be allocated in accordance with this Section.

Processors and Direct Merchants are responsible for ensuring that all POS Terminals at their locations are capable of accepting EMV Fleet Cards and that such functionality is enabled, as provided in the Network Specifications. A Processor or Direct Merchant bears all liability associated with Transactions initiated with counterfeit or compromised EMV-enabled Fleet Cards at POS Terminals that are not EMV-enabled. POS Terminals that have EMV-enabled hardware, but that are not capable of processing Transactions using Fleet Cards with EMV chips due to POS software or middleware that has not certified to the Voyager Network Specifications for EMV, are not considered EMV-enabled for the purposes of assigning liability on Fleet Card Transactions.

Channel Partner or Fleet Card obligor bears all liability associated with Transactions conducted at EMV-enabled POS Terminals with Fleet Cards that do not have EMV chips.

Transactions involving a Fleet Card that does not have an EMV chip and a POS Terminal that is not EMV-enabled are handled as they were prior to the EMV liability shift on April 17, 2021 (i.e., the Channel Partner or Fleet Card obligor will continue to bear liability for those fraudulent transactions on its Fleet Cards, and U.S. Bank will continue to hold Direct Merchants and Processors accountable using the methodology outlined in the Merchant Fraud Monitoring & Risk Mitigation Program section).

The following chart outlines liability for fraudulent Transactions.

Card Functionality	POS Terminal Functionality	Fraud Liability
<b>Fleet Card with magnetic stripe only</b>	Not enabled for Fleet Cards with EMV chips	Fleet Card obligor, including Channel Partner*
<b>Fleet Card with magnetic stripe only</b>	Enabled for Fleet Cards with EMV chips	Fleet Card obligor, including Channel Partner
<b>Fleet Card with EMV chip</b>	Not enabled for Fleet Cards with EMV chips	Merchant or Processor
<b>Fleet Card with EMV chip</b>	Enabled for Fleet Cards with EMV chips	Fleet Card obligor, including Channel Partner*

\*In limited scenarios, where a Merchant or Processor is sanctioned under the Fraud Monitoring and Risk Mitigation Program, a portion of the fraud liability may remain with the Merchant or Processor.

### Technical Fallback Liability

“Technical Fallback” is when an EMV chip card cannot be read at an EMV-enabled POS Terminal and the transaction is subsequently completed using that same POS Terminal’s magnetic stripe reader. In these circumstances, liability for Network-Confirmed Fraud that is the result of Technical Fallback on a properly functioning EMV-enabled POS Terminal shall be borne by the Fleet Card obligor. However, in circumstances when Technical Fallback on a Fleet Card with EMV chip Transaction is demonstrably the result of an improperly functioning EMV-enabled POS Terminal, the liability shall be borne by the Merchant or Processor.

### Employee Misuse

Notwithstanding anything herein to the contrary, the Channel Partner is always responsible for Channel Partner’s Employee Misuse, and Direct Merchants and Processors are always responsible for Merchant’s or Processor’s Employee Misuse, respectively. U.S. Bank will charge back to the Channel Partner, Direct Merchant, or Processor all expenses related to Employee Misuse including investigation, collection, and card production expense. “Employee Misuse” means use of Cards, Accounts, the Network, or other systems by an employee, including an employee of a Sponsored Entity, for any purpose other than a legitimate business purpose.

### Channel Partner Risk Mitigation Obligations and Liability

A Channel Partner is liable for all purchases, fees, and other charges incurred from the use of Fleet Cards, subject to the limitations set forth above. The Channel Partner must implement and use industry and Network best practices, including spend controls as required and detailed below, to minimize loss. The Channel Partner must ensure that Fleet Cards, Accounts, and Convenience Checks are safeguarded and kept separate from Identification Numbers or codes.

### POS Terminal Spend Controls

The Channel Partner must establish and require its Fleet Owners and Authorized Users to provide at the POS Terminal any required point of sale prompts including odometer reading, Driver Identification Number, Vehicle Identification Number, or a customizable numeric ID of 4 to 6 digits. The customizable numeric ID cannot be any sequence of numbers that appears on the front of the card.

## **Transaction and Volume Spend Controls**

The Channel Partner shall protect Cards and Accounts at all times and set controls described in this Section on each Card and Account, as applicable. At a minimum, the controls will include a daily number of transactions limit, a daily dollar spend limit and a monthly dollar spend limit. Channel Partner must (i) set each limit to all Cards or Accounts (provided different limit amounts can be set to different Cards/Accounts), and (ii) for Dual Network Cards, create a sublimit within each such established limit on a Card or Account for fuel transactions conducted as Transactions on the Voyager Network and at Private Sites (for example, a daily dollar spend limit of \$500 for all charges on the Card, with a fuel sublimit of \$200). Channel Partner must also set geographic controls if operating in fewer than 50 states, day-of-week controls if operating fewer than 7 days per week, and time-of-day controls if operating fewer than 24 hours per day. If Channel Partner fails to set the minimum controls described in this Section or changes or releases any controls set by U.S. Bank, Channel Partner will be liable for all fraudulent transactions on the Cards or Accounts.

For the purpose of clarity, the required controls are further defined below:

- Daily number of transaction limit – the number of discrete Transactions allowed on the Card or Account per day
- Daily dollar spend limit – the total monetary amount that may be charged to a Card or Account per day
- Monthly dollar spend limit – the total monetary amount that may be charged to a Card or Account per month
- Out-of-Domicile Restriction – Prevents potentially fraudulent spend in states where the Card or Account is not routinely used in the normal course of business
- Day-of-week restriction – Prevents spend on days the Card or Account is not routinely used in the normal course of business
- Time-of-Day Restriction – Prevents spend at times of the day when the Card or Account is not routinely used in the normal course of business

Periodically and without formal notification to the Channel Partner, U.S. Bank will review all Card and Account spend controls in place on the Channel Partner's program and will systematically make required adjustments based on historical spend patterns for the program, Accounts, and Cards. For Channel Partners that allow transactions at Private Sites, such transaction data will be used in the calculation and monitoring of transaction and volume spend controls outlined herein.

## **Processor and Merchant Risk Mitigation Obligations and Liability**

Processors and Merchants must exercise reasonable care to prevent loss, theft, or unauthorized use, consistent with reasonable industry standards. Each Processor and Merchant must assist and cooperate with U.S. Bank at identifying and resolving issues at its locations (or those of its Sponsored Merchants) that are identified by U.S. Bank as having higher than U.S. Bank acceptable level of Network Confirmed Fraud.

## **Merchant Fraud Monitoring & Risk Mitigation Program**

If, for any given month, the Network Confirmed Fraud at the locations of a Direct Merchant or Sponsored Merchant exceeds the "Significant" or "Excessive" thresholds set forth below, U.S. Bank will notify the Merchant or Processor thereof. The Merchant or Processor must make its best efforts to reduce fraud, including any measures mandated by U.S. Bank.

If a Merchant exceeds the threshold for Excessive Fraud, the Merchant will be deemed to be beyond the reasonable level of Network Confirmed Fraud, and U.S. Bank will immediately charge back 100% of the Network Confirmed Fraud processed during each calendar month following the calendar month in which the Excessive Fraud occurred. Once the Excessive Fraud level is triggered, all Network Confirmed Fraud will be charged back to the merchant until the Merchant's Network Confirmed Fraud is below the threshold for Significant Fraud for a calendar month.

If a Merchant exceeds the threshold for Significant Fraud, but does not reach the level of Excessive Fraud, U.S. Bank will notify the Merchant and give the Merchant 2 calendar months to bring fraud levels below the Significant Fraud threshold. If the Merchant or Processor does not reduce Network Confirmed Fraud to a level below the threshold within 2 calendar months of notice from U.S. Bank, or if there are 2 or more instances of such notification within a rolling 12-month period, U.S. Bank will charge back 50% of the Network Confirmed Fraud volume to the Merchant, commencing at the expiration of such 2 calendar-month notice period or on the date of such second occurrence.

The chargeback process will continue until Network Confirmed Fraud at the applicable location(s) has fallen below the established Significant Fraud threshold. If, after an additional calendar month, Network Confirmed Fraud has still not fallen below the established Significant Fraud threshold, the amount charged back to the Merchant will increase to 75% of the Network Confirmed Fraud volume. If, after another calendar month (2 calendar months from the beginning of the penalty chargeback period), Network Confirmed Fraud has not fallen below the established Significant Fraud threshold, U.S. Bank will charge back to the Merchant 100% of the Network Confirmed Fraud volume, and U.S. Bank may choose to exclude the Merchant from participation in the Network. Once excluded from the Network for fraud, a Merchant will only be allowed to re-apply for participation in the Network after 6 calendar months from the effective date of termination.

If U.S. Bank deems it appropriate to do so for the security of the Network and Network Participants, at any time and without formal notification, U.S. Bank can exclude any Merchant or Merchant location from the Network.

For Merchants identified as multiple mass-compromise locations, defined as a Merchant location that has been identified more than once as a common point of purchase in a compromised Card event, U.S. Bank will pass on to that Merchant the cost of Fleet Card reissuance, including, but not limited to, the cost of replacing the physical Fleet Cards and corresponding shipping costs.

Amounts charged back to the Merchant pursuant to the Merchant Fraud Monitoring and Risk Mitigation Program described in this section will not reduce the amounts for which the Merchant is liable pursuant to the section above titled "Fraud Losses – Counterfeited or Otherwise Compromised Cards."

### **Network Confirmed Fraud Volume Thresholds**

**Excessive Fraud:** Fraudulent Transactions equal to or greater than 2% of Voyager sales volume and \$10,000 in any given month.

**Significant Fraud:** Fraudulent Transactions equal to or greater than 1% of total Voyager sales volume or \$5,000 in any given month. If a Merchant exceeds \$2,500 per month in Network Confirmed Fraud for 3 consecutive months, it will be considered Significant Fraud and such Merchant is subject to the Significant Fraud remediation and chargeback timeline outlined below. The remediation and chargeback process will continue for such Merchant until Merchant's Network Confirmed Fraud has fallen below \$2,500 in a given month.

For the purposes of clarity, an example of a finding of Significant Fraud at a Merchant and the associated timelines are outlined below:

Timeline	U.S. Bank action	Impact to Merchant/Processor
February 1st	U.S. Bank notifies Merchant of fraud volume in excess of established threshold for the month of January.	2-month remediation period begins.
April 1st	If Merchant remediation has not brought Network Confirmed Fraud levels below established threshold by March 31st, U.S. Bank enacts first level of Merchant chargebacks.	U.S. Bank begins charging back to Merchant 50% of all Network Confirmed Fraud volume. Next 1-month remediation period begins.
May 1st	If Merchant remediation has not brought Network Confirmed Fraud levels below established threshold by April 30th, U.S. Bank enacts second level of Merchant chargebacks.	U.S. Bank begins charging back to Merchant 75% of all Network Confirmed Fraud volume. Final 1-month remediation period begins.
June 1st	If Merchant remediation has not brought Network Confirmed Fraud levels below established threshold by May 31st, U.S. Bank enacts final level of Merchant penalties.	U.S. Bank begins charging back to Merchant 100% of all Network Confirmed Fraud volume. Merchant may be removed from the Voyager Network.
January 1 <sup>st</sup> the following year	Earliest date at which U.S. Bank will determine whether to re-establish relationship with Merchant.	If Merchant is able to demonstrate that fraudulent activity at the Merchant location has fallen to acceptable levels, Merchant may re-apply to participate in the Voyager Network.

### Private Site Transactions

The Network Participant is liable for all Transactions at its Private Sites or the Private Sites of its Sponsored Entities, and U.S. Bank is not liable for any fraud losses arising from Transactions at a Network Participant’s Private Sites.

### Voyager Transactions via Mobile Application

While U.S. Bank does not prohibit Fleet Card data from being loaded into mobile applications (commonly referred to as “mobile apps”), all Transactions that occur via a mobile application not sponsored or controlled by U.S. Bank are considered Transactions made with a Fleet Card with EMV Chip (regardless of whether the actual Card has an EMV chip) on a Terminal that is not EMV enabled for Fleet Cards with EMV. As a consequence, liability for all fraudulent transactions that occur through the use of a mobile application is borne by the Merchant.

[END OF SECTION]

## Section 10 Confidentiality and Data Security

### Confidential Information

U.S. Bank has the right to use all Confidential Network Information. For more information, please review the current U.S. Bank Privacy Policy, available in the Voyager portal: [voyager.usbank.com/app/auth/privacyPolicyOut.do](https://voyager.usbank.com/app/auth/privacyPolicyOut.do)

### Participant right to use of Confidential Participant Information

A Network Participant has the right to use all Confidential Participant Information that was submitted to the Network by such Network Participant, subject to all applicable requirements of law.

### Confidential Network Information

A Network Participant shall not disclose Confidential Network Information to any other Person except as provided for in these Rules or with the express authorization of U.S. Bank.

### Security safeguards

Each Network Participant is responsible for establishing and maintaining administrative, technical and physical safeguards designed to (i) secure and maintain confidentiality of information held by such Network Participant; (ii) protect against any anticipated threats or hazards to security or integrity of all information held by such Network Participant; (iii) protect against unauthorized access to or use of information held by such Network Participant that could result in substantial harm or inconvenience to an individual or entity whose information is compromised; and (iv) comply with the terms of these Rules and Applicable Law. A Network Participant must notify U.S. Bank immediately, and in any case within 24 hours, upon learning of the unauthorized access to or disclosure of, Confidential Participant Information that another Network Participant has the right to use.

### Notification

Each Network Participant must notify U.S. Bank promptly upon learning of the unauthorized access to, or disclosure of, any Confidential Network Information.

### Confidential Participant Information

U.S. Bank will not disclose to any Person, and a Network Participant shall not disclose to any Person, Confidential Participant Information that U.S. Bank or the Network Participant does not have the right to use, except as provided for in these Rules or with the express authorization of the Network Participant that has the right to use such information.

### Use of Confidential Participant Information

U.S. Bank and each Network Participant may use any Confidential Participant Information in order to carry out, administer or arrange Transactions through the Network.

### De-identification of Confidential Participant Information

U.S. Bank may remove identifying information from Confidential Participant Information and the resulting aggregated or derivative information is not Confidential Participant Information.



## **Surveys of Network Participants**

U.S. Bank has the right, including through the use of consultants retained for such purpose, to contact Network Participants for the purpose of holding user group forums and conducting customer satisfaction and other like surveys intended to evaluate the perceived performance of the Network and the desirability of modifying or enhancing the features and functionality of the Network.

U.S. Bank has and Network Participant grants, the right to use, disclose, distribute, or commercialize generally for itself and others any feedback, ideas, suggestions, submissions, data, or information (whether provided in written or oral form), and all intellectual property rights relating thereto, that U.S. Bank, its owners, subsidiaries, or its affiliates receive from a Network Participant in connection with the Voyager Network, products, programs, services, or systems for any and all purposes.

[END OF SECTION]

## Section 11 Liability and Indemnification

### Generally

U.S. Bank has no liability to any Network Participant for any failure of the Network to operate or perform any function for any reason whatsoever including, without limitation, during any scheduled downtime or by reason of any natural disaster, fire, strike, war, riot, terroristic act or threat, act of God, or other causes, whether or not such causes are or may be within the reasonable control of U.S. Bank. In addition, U.S. Bank may discontinue operation of the Network, including due to changes in Applicable Law or regulations. Without limiting the foregoing, U.S. Bank is only liable to Network Participants for its own gross negligence or for its own or its employees' willful misconduct.

**U.S. Bank does not make or give, and hereby expressly disclaims, all warranties, representations or conditions, both express and implied, arising by statute or otherwise in law, or from a course of dealing or usage of trade, including, but not limited to, any implied warranty, representation, or condition of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise, or any warranty of title or non-infringement, for any of the products, processing, services, programs, specifications, standards, software, hardware, or firmware created, supplied, required, licensed, or approved by U.S. Bank or referenced in the Rules. UNDER NO CIRCUMSTANCES SHALL U.S. BANK BE LIABLE TO ANY NETWORK PARTICIPANT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE.**

### No Agency relationship

U.S. Bank does not act as the agent or subagent of any Network Participant or other Person and is not liable for the insolvency, neglect, misconduct, mistake, or default of a Network Participant or other Person.

### Indemnification

Each Network Participant indemnifies and holds U.S. Bank harmless against all Claims and Liabilities arising out, or related to, its participation in the Voyager Network and that of its sponsored entities.

[END OF SECTION]

## Section 12 Intellectual Property

### **Promotion/Marking/Use of marks generally**

Each Network Participant is responsible for actively promoting and encouraging the use of the Network with respect to Transactions. Network Participant must not disparage, discriminate, or discourage the use of the Network.

Each Network Participant shall obtain U.S. Bank prior written approval for each use of the Voyager Marks. The Voyager Marks, and all goodwill therein, shall remain the sole exclusive property of U.S. Bank, and any and all rights therein, including, but not limited to, all goodwill arising from the use by any Network Participant of the Voyager Marks, shall inure to the benefit of and be the sole exclusive property of U.S. Bank.

All Merchant locations must display the Voyager Acceptance Decal provided by U.S. Bank on the POS Terminal or automated fuel pump.

[END OF SECTION]

## Section 13 General Terms and Conditions

A Network Participant's use of the Network is not assignable and its duties are non-delegable without prior written consent from U.S. Bank. Without limiting the foregoing, Processors acknowledge and agree that Voyager Network endpoint connectivity is a U.S. Bank asset and not transferable, whether directly or by operation of law, without the express written consent of U.S. Bank.

In accordance with Federal Financial Institutions Examination Council business continuity guidelines, Network Participants must maintain a disaster recovery plan designed to minimize the risks associated with a disaster affecting such Network Participant's ability to provide the Services under this Agreement. Should a Network Participant require Transaction-related information outside the standard reporting available with each payment, reporting for such Transactions will be available for up to seven years if required by Applicable Law. U.S. Bank may charge fees for such reporting.

[END OF SECTION]

## Section 14 Definitions

### **Account**

An account that is maintained with a Channel Partner and that may be accessed by a Fleet Owner or Authorized User using a Fleet Card.

### **Applicable law**

All applicable laws and registrations, directions, permissions, licenses, waivers, consents, approvals and other authorizations of competent governmental authorities, including, but not limited to all applicable anti-bribery and corruption laws.

### **Attestation of Compliance**

As defined by the most current PCI Requirements.

### **Authorization**

“Authorization” or “authorized” refers to a Channel Partner’s or U.S. Bank approval of a Transaction.

### **Authorization number**

The code provided by the Network to a Participating Merchant submitting a Transaction that indicates that such Transaction has been authorized.

### **Authorized user**

An individual employee of a Fleet Owner who has been authorized by a Channel Partner to carry a Fleet Card and present it for the purchase and payment of fuel, fuel related, and vehicle maintenance products and services.

### **Banking business day**

Any day on which the Federal Reserve Bank is open for business.

### **Business day**

Any day except a Saturday, a Sunday, or any day in which the Minneapolis, Minnesota offices of U.S. Bank are closed.

### **Channel Partner**

Means a Person that:

- Has received the Network Rules and has executed a Participation Agreement with U.S. Bank;
- Has been approved by U.S. Bank in writing to participate in the Network, offer Cards to Fleet Owners, and manage Card programs; and
- Is eligible to participate as a Channel Partner under any applicable U.S. Bank policies or procedures.

A Channel Partner may also be a Direct Merchant provided that it also satisfies the definition of a Direct Merchant.

**Claim**

Any personal injury, property loss, damages (including lost profits or savings, indirect, consequential, special, exemplary, punitive or incidental) loss, penalty, fine, suit, expense, or cost (including attorney's fees).

**Compliance program**

As defined in Section 2 of the Rules.

**Compliance regulations**

Any federal, state or local statute, law, rule, order, payment card industry standard, or regulation applicable to U.S. Bank, the Network, any Network Participant or any Transaction.

**Confidential Network information**

All information created or provided by U.S. Bank in connection with administering the payment services or carrying out U.S. Bank rights and responsibilities with respect to the payment services and the Voyager Network; and any information submitted to the Network by a Network Participant, including information submitted by a Network Participant's users, to the extent that such information does not identify individual Network Participants, Fleet Owners, or Authorized Users.

**Confidential Participant information**

Information submitted to the Network by a Network Participant to the extent that the information was submitted to the Network by that Network Participant and identifies that Network Participant. The term "Confidential Participant Information" does not include any aggregated or derivative information relating to Transactions that are submitted to the Network if such aggregated or derivative information does not identify a Person engaging in the Transactions by specific identifiers.

**Convenience check**

A negotiable item issued by U.S. Bank to the Fleet Owner for use by its Authorized Users to present for cash, goods, or services at a participating Merchant's fuel desk.

**Direct Merchant**

A Person that is in the business of owning or operating fueling or fleet maintenance locations and that:

- Has received the Network Rules and executed a Participation Agreement with U.S. Bank;
- Has been approved by U.S. Bank in writing to participate in the Network; and
- Is eligible to participate as a Merchant under any applicable U.S Bank policies or procedures.

A Direct Merchant may also be a Channel Partner provided that it also satisfies the definition of a Channel Partner.

**Dispute Coordinator**

The U.S. Bank employee(s) given the authority to resolve disputes in accordance with Section 9 of the Rules.

**Dispute form**

The form supplied by U.S. Bank that is to be used by the Channel Partner in the submission of disputed Transactions for review by U.S. Bank.

**Documentation**

Manuals, guidance, training materials or other documentation provided by U.S. Bank from time to time to assist Network Participants in using the Network or complying with the Rules, including any amendments thereto.

**Dual Network Card**

As defined in Section 1 of the Rules.

**Driver identification number**

An Authorized User's personal identification number or code that must be used by the Authorized User at a POS Terminal as one method of validating the identity of such Authorized User.

**Excessive fraud**

As defined in Section 9 of the Rules.

**Fleet card or card**

A card, code, device, token, or other identifier issued or approved by U.S. Bank or a Channel Partner that may be used to identify and access an Account and which has been approved by U.S. Bank to initiate Transactions over the Voyager Network or Mastercard network, if applicable.

**Fleet Owner**

A business entity that owns, leases, manages, or operates a fleet for business purposes. For the purpose of clarity, a business entity that leases its fleet from a third party is considered a Fleet Owner within these rules.

**Fleet Owner Agreement**

An agreement between the Channel Partner and each prospective Fleet Owner with respect to access to and use of the Voyager Network by such Fleet Owner.

**Fuel Desk withdrawal**

A transaction that is processed at the fuel desk of participating truck stops within the Voyager Network where the Merchant authorizes a transaction through the Network for an amount of cash that is allocated to a Fleet Card prior to the withdrawal request and is debited against the Fleet Owner's available credit. Upon authorization, the cash is provided to the Authorized User.

**Identification Number**

A Driver Identification Number or a Vehicle Identification Number.

## **IVR**

Interactive Voice Response.

## **Liability**

Any liability under any theory or form of action whatsoever, in law or in equity, including, without limitation, contract or tort, including negligence, even if the responsible party has been notified of the possibility of such damages, and includes liability for infringement of others' intellectual property rights or any liability for Claims of third parties.

## **Mark**

Any trademark, service mark, trade name, brand name, logo, trade dress, or other proprietary indicia of goods and services of a Person, whether registered, unregistered, or arising by law.

## **Merchant**

A Person that is in the business of owning or operating fueling or fleet maintenance locations and that:

- Participates in the Network;
- Is either a Direct Merchant (as defined above); or
- Is sponsored into the Network as described in Section 2.

## **Network or Voyager Network**

The centrally hosted system that is owned, managed, and operated by U.S. Bank and through which U.S. Bank provides Network Participants with payment process automation, settlement, and related information services.

## **Network Confirmed Fraud**

Any activity that is unauthorized and confirmed as fraudulent by U.S. Bank.

## **Network Participant**

Channel Partners, Processors, and Merchants who have been approved by U.S. Bank, received the Network Rules, and who participates in the Network.

## **Network Specifications**

The technical documentation provided by U.S. Bank that details all the requirements for card production and processing transactions through the Network.

## **Notice**

A "Notification" or "Notice" is a written or electronic communication between U.S. Bank and a Network Participant that is provided over the Network or delivered by mail, courier, facsimile, telex, or hand.

## **Participation Agreement**

Has the meaning given in Section 2. The TeleTrans Terms and Conditions are a form of Participation Agreement.



## **PCI requirements**

Means all applicable standards promulgated by the Payment Card Security Standards Council (or successor body thereto), as amended or replaced from time to time.

## **Person**

An individual, partnership, joint venture, corporation, association, or other legal entity, however organized.

## **POS Terminal**

A device, which may be manned or unmanned, and which satisfies all requirements of the Network Specification at which an Authorized User may initiate a Transaction.

## **Private site**

Private fueling site used by Fleet Owners for vehicle fueling. A Fleet Owner or the Private Site owner may have already purchased and holds title to the fuel stored at the location. Access to the location is controlled and use of the facility is determined by the Private Site owner.

## **Processor**

A Processor is a payment processing company that:

- Has signed a Network Participation Agreement;
- Has received the Network Rules; and
- Is authorized by U.S. Bank to process transactions and sponsor its Merchant processing customers to participate in the Network and accept the Fleet Card at the point of sale.

The Processor supports POS Terminals and their capabilities and settles the Transactions and services the Merchants.

## **Regulatory Authorities**

Shall mean any regulatory authority with jurisdiction or authority to regulate or examine the Network, Network Participants, and their affiliates, and U.S. Bank and its affiliates as a result of U.S. Bank provision of services to Network Participants pursuant to Section 1867(c) of the Bank Service Company Act (12 U.S.C. 1861 et seq.) or other applicable Compliance Regulations. The Regulatory Authorities may include, without limitation, the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Federal Trade Commission, and the Consumer Financial Protection Bureau.

## **Service Level reports**

Monthly reports Processor must provide U.S. Bank regarding Processor's performance under the Service Level Standards.

## **Service Level Standards**

Outlined in accordance with Section 5 of the Rules.

## **Significant Fraud**

As defined in Section 9 of the Rules.

**Sponsor**

Any Channel Partner, Processor, or Merchant that has been approved by U.S. Bank to participate in the Network and sponsor Fleet Owners or Merchants as Participants in the Network.

**Sponsored Entities**

As defined in Section 2 of the Rules.

**Sponsored Merchant**

As defined in Section 2 of the Rules.

**TeleTrans**

TeleTrans is a U.S. Bank proprietary solution that enables a Merchant to process a Voyager Network invoice without the utilization of specialized POS Terminal. The Merchant, once onboarded to TeleTrans, is able to process a Voyager Network invoice via the Voyager portal, IVR, or a POS Terminal. The onboarding process consists of completion of an application, credit underwriting, and applicable compliance clearances.

**TeleTrans Maintenance form**

A document supplied by U.S. Bank for use by Participating TeleTrans Merchants when submitting Transactions that contains Fleet Owner information as detailed in these Rules.

**Termination event**

Any event that results in a Network Participant either ceasing to be a Network Participant (e.g., the Network Participant's voluntary withdrawal from its participation in the Network) or its termination or expulsion from participation in the Network for any reason.

**Total Sales Value**

The value of all transaction activity processed by Merchant including all applicable taxes and fees.

**Transaction**

A sale of goods or services to a Fleet Owner by a Participating Merchant, conducted pursuant to a Merchant Participation Program Agreement where the amount of such sale is applied to an Account.

**Vehicle identification number**

An identification number or code that is assigned to a Fleet Owner's vehicle(s) and that must be used by an Authorized User at a POS Terminal as one method of validating the identity of the Authorized User or vehicle.

**Voyager business day**

The 24-hour period beginning at 12:00:00 AM Central Time on any day and ending at 11:59:59 PM Central Time on the next succeeding day.

**Voyager Enhanced Data**

Specific line-item detail that provides specific purchase information, such as item description, unit-of-measure, odometer readings, price and sales tax information; combined with detailed Merchant establishment information, Fleet Owner, and Authorized User information as detailed in the Network Specifications.

**Voyager mark**

Any trademark, service mark, trade name, brand name, logo, trade dress, or other proprietary indicia of goods and services of Voyager, whether registered, unregistered, or arising by law.

[END OF SECTION]