

SMS TERMS AND CONDITIONS

This SMS Terms and Conditions page describes our mobile program and available codes.

Marathon Texting Program

I. SMS Services

(a) Opt-in Information

By Texting **Marathon** to 94037 (Short Code), you agree that you are opting in to join the Marathon texting program and providing express written consent to Marathon to receive text messages via automated or non-automated technology. Your consent to these terms and conditions does not obligate you to purchase goods or services. You will receive SMS messages on behalf of Marathon regarding fleet data, application status details, links to download applicable apps, as well as occasional promotions, until you opt-out. The number of messages that you receive through the service will vary but you will not receive more than eight (8) messages per month.

THE MARATHON TEXTING PROGRAM, THESE SMS TERMS AND CONDITIONS, AND YOUR CONSENT TO THEM WILL APPLY WHETHER OR NOT YOU ARE A CUSTOMER OF MARATHON. YOU UNDERSTAND AND AGREE THAT, BY OPTING IN TO JOIN THE MARATHON TEXTING PROGRAM, YOU MAY RECEIVE MARKETING AND PROMOTIONAL MATERIALS REGARDING MARATHON FLEET CARD PRODUCT OFFERINGS.

Marathon text alerts are open to all persons 18 and older located in the Continental United States (including Washington, DC), Hawaii, and Alaska and are void where prohibited by applicable law, rule or regulation. By signing up to receive our text messages, you represent that you are 18 years of age or older and understand the obligations and agree to the terms set forth in these SMS Terms, Marathon [Terms of Use](#) and [Privacy Policy](#) (both of which are incorporated herein by reference), all of which form binding agreements between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.

Message and Data rates may apply when participating. Depending on your wireless plan, your wireless service provider may charge you for each text message you send and receive. Please consult your wireless service provider regarding their pricing plans as other charges may also apply. Message and data charges may appear on your cell phone bill or be deducted from your prepaid account.

(b) STOP Information

If you no longer want to receive our text messages, you may reply to one of our text messages with **STOP**. If you subscribe to multiple services through a single phone number, we may unsubscribe you from the service that most recently sent you a message and/or respond to your **STOP** message by texting

you a request to identify services you wish to stop. After unsubscribing, we may send you a confirmation or your opt-out via text message.

(c) HELP Information

For additional information, text **HELP** to 94037 or contact cshelpmarathon@wexinc.com.

II. Requirements/Instructions

Subscribers must:

- Use a wireless device capable of two-way messaging
- Be using a participating service provider/carrier as follows:

United States Carriers Supported

AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina - Manti, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush

III. Terms

By entering in a Marathon texting program or promotion, you agree to be bound by these Terms and Conditions, as well as Marathon's Terms of Use and Privacy Policy. Data obtained from in connection with this service may include Personal Information. Please see Marathon Privacy Policy regarding what information may be collected and how such information may be used by us. Marathon reserves the right to modify these Terms and Conditions at any time if necessary.

E-Sign Disclosure

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying **STOP**, or by sending an email to cshelpmarathon@wexinc.com with "Revoke Electronic Consent" in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to

update our records of your contact information, send an email to cshelpmarathon@wexinc.com with contact information and the address for delivery.

IV. Disclaimers and Conditions

SMS service is offered on an “as is” basis and may not be available in all areas at all times.

Marathon and its respective subsidiaries and affiliated entities and any persons employed by any of the foregoing, are not responsible and shall not be liable for any losses/injuries or any kind resulting from any delays in the receipt of any SMS message, lost, incomplete, late, damaged or misdirected messages; inability to access messages; difficulties, failures or malfunctions of computers and/or Internet connections or wireless services or other communications malfunctions; interrupted or unavailable network, server; failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion or for any technical problem which may cause the communication to be disrupted or corrupted; computer on-line systems malfunctions; human error; any damage to entrants or any third person’s computer and/or wireless device, and/or its contents related to or resulting from Marathon SMS program; nor any other loss directly or indirectly caused by participation in Marathon SMS program.