

SHELL CARD Terms & Conditions

The following Terms and Conditions govern the use of fuel cards issued by Shell, and associated services. Unless otherwise agreed in writing between Shell and the Principal Cardholder, these Terms and Conditions, as amended from time to time, supersede any earlier terms and conditions issued by Shell and shall override any terms and conditions referred to by the Principal Cardholder (whether in an Application or elsewhere).

1. Definitions

In these Terms and Conditions, the following words, terms or expressions shall have the following meanings:

“Additional Card Request Form” means the offline form that can be used by the Principal Cardholder in the event there is a need for additional Cards. The said form can be obtained from the Shell Website.

“Agreement” means the agreement with a Principal Cardholder for the supply of Cards, including any Application, these Terms and Conditions, and any schedules, appendices and attachments, as may be amended from time to time.

“Alerts” means the communications sent via the Online Services to inform the Principal Cardholder that one or more of the Cards has been detected as being put to unusual use, the scope of which may be limited in accordance with the choices made within the Agreement.

“Applicant” means the body corporate, partnership, group, firm or other person(s) applying for Cards, and any person who signs the Agreement.

“Application” means an application form and/or any documentation sent to, completed and/or signed by or on behalf of the Principal Cardholder, in which the Principal Cardholder seeks to enter an Agreement.

“Associated Person” means any natural or legal person associated with and/or that has a financial link with the Principal Cardholder (e.g. or members of the same group of companies as the Principal Cardholder).

“Authorised Cardholder” means a person to whom the Principal Cardholder has provided a Card, including (for the avoidance of doubt), any Associated Person or its representative(s).

“Card” means any card issued to the Principal Cardholder by Shell for the purpose of enabling Cardholders to purchase Supplies and which fall into the following categories:

- (i) Driver Cards, being Cards that are designated for use with any vehicle by the Authorised Cardholder named on the Card;
- (ii) Vehicle Cards, which are Cards designated for use by any Authorised Cardholder with the vehicle identified on the Card;
- (iii) Driver/Vehicle Cards, being Cards designated for use by the Authorised Cardholder named on the Card with the vehicle identified on the Card; and
- (iv) Wild Cards, which are Cards designated for use with any vehicle by any Authorised Cardholder.

“Card and Service Charges” means the fees or other charges as set out in the Agreement or other written correspondence, and as further described in Clause 7.

“Cardholder” means the Principal Cardholder and, where applicable, any Authorised Cardholder.

“Card Scheme Participant” means (a) the service station retailer or such other retailer appointed by any member of the Shell Group and/or (b) any company (whether a member of the Shell Group or otherwise) with which any member of the Shell Group has an agreement permitting it to make Supplies to Cardholders on production of a certain type of Card.

“Control” means, in relation to any company, having legal and beneficial ownership of not less than 50 per cent of the voting rights attached to the issued share capital of that company.

“Denied or Restricted Party” shall mean a party (i) targeted by national, regional or multilateral trade or economic sanctions, including, but not limited to, persons designated or listed by the United Nations, United States of America, European Union (EU) or an EU Member State in force from time to time or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons.

“Intellectual Property” means patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, lists of suppliers and customers and other

proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

"IPT" means the Indoor Payment Terminal which is a mechanical/electronic device installed by Shell situated at the point of sale;

"IPT Receipt" A document to evidence a transaction produced by an Indoor Payment Terminal for the purpose of the Scheme;

"Online Services" means the facilities available through the Shell Website.

"Password" means any password or code issued to a User by Shell for use in connection with the Online Services.

"Personal Data" means any information relating to an identified or identifiable individual, including through identification by means of online identifiers, device IDs, IP addresses or similar methods.

"Outdoor Payment Terminal" (OPT) means a mechanical/electronic device installed by Shell which is linked to the petrol pump to capture the data of each transaction;

"OPT Receipt" means a document to evidence a transaction produced by an OPT for the purpose of the Scheme;

"PIN" means the Cardholder's personal identification number.

"PIN Mailer" means the document and any packaging used to deliver the PIN associated with any individual Card to the Cardholder.

"Principal Cardholder" means any body, corporate, partnership, group, firm or other person(s) that has entered into an Agreement for the supply of Cards.

"Purchase Category" mean in the case of a Card embossed with the numbers, "0", "1", "2", "3", such a Card shall only be used for the purchase of Supplies restricted in the manner below:

"0" : valid for Diesel only.

"1" : valid for Automotive Fuels only.

"2" : valid for Automotive Fuels And Lubricants only.

"3" : valid for Automotive Fuels, Lubricants and Sundries

"Restricted Jurisdiction" means countries or states that are subject to comprehensive trade sanctions or embargoes.

"Sales Receipt" means a receipt (manually or electronically produced) recording the delivery of Supplies to a Cardholder in a Card transaction.

"Shell" means Shell Malaysia Trading Sdn Bhd whose business address is at Menara Shell, No.211, Jalan Tun Sambanthan.

"Shell Group" means Royal Dutch Shell plc and any company (including, for the avoidance of doubt, Shell) which is for the time being directly or indirectly controlled by Royal Dutch Shell plc.

"Shell Website" means www.shell.com.my/shellcardor such other URL as is notified to the Principal Cardholder from time to time.

"Supplies" means any goods or services which a Cardholder may obtain from Card Scheme Participants pursuant to this Agreement. The purchase category which applies to any given Card will appear on the face of the Card.

"User" means the Principal Cardholder, or a person for whom a User ID has been registered by Shell (including, for the avoidance of doubt, any Cardholder) and who is authorised by the Principal Cardholder to use the Online Services.

"User ID" means any identification code given to a User by Shell for use in connection with the Online Services.

“Velocity Limit(s)” means a default limit of Ringgit Malaysia Five Hundred (RM500.00) per transaction up to a limit of two (2) transactions per day unless otherwise agreed by Shell.

“Validity Period” means the validity period of the card as prescribed by Shell.

2. Acceptance

2.1 The signing of an Agreement by the Principal Cardholder or the use of any Card following the Principal Cardholder’s receipt of this Agreement constitutes acceptance of its terms by the Principal Cardholder, on behalf of itself and any Associated Person in relation to which the Principal Cardholder has signed an Agreement.

2.2 The Principal Cardholder shall not sign an Agreement other than on behalf of itself and/or any Associated Persons.

2.3 In the event that the Principal Cardholder signs an Agreement for and on behalf of Associated Persons and/or discloses information to Shell about Associated Persons, the Principal Cardholder represents and agrees that it:

- (a) is liable for any transactions made using Cards that are supplied to such Associated Persons;
- (b) has the necessary authority to act on behalf of the Associated Persons, is entitled to disclose information about the Associated Persons, and has any consent required to do so;
- (c) is aware (and has made any Associated Persons aware) that the information provided may be held within systems run by or on behalf of the Shell Group and representatives of any Associated Person (including, for the avoidance of doubt, the Principal Cardholder) may be able to access information relating other Associated Persons as well as itself, in accordance with the provisions of Clause 12, Personal Data below;
- (d) will facilitate any credit assessment in relation to any Associated Person by obtaining their written consent to such an assessment in accordance with the procedures required by Shell;
- (e) is aware (and has made any Associated Persons aware) that the information provided by it may create a link between Associated Persons at any credit reference agency, and that this link will be taken into account in all future Agreements by any Associated Person until a disassociation is successfully filed with the relevant credit reference agency(ies);
- (f) will inform Shell without delay (and cancel the relevant Card(s)) in the event that links with any Associated Person(s) are severed such that it should no longer be treated as an Associated Person by Shell.

2.4 Reissue and/or ‘resale’ of Cards is not permitted.

2.5 For the avoidance of doubt, the Card may only be used within Malaysia. Each Card is not transferable and shall be used by the Cardholder only.

3. Account Set-Up and Supply of Cards

3.1 The coming into force of this Agreement is conditional on the Principal Cardholder passing a credit reference check and/or any other check(s) reasonably required by and to the satisfaction of Shell. Should the Principal Cardholder fail to pass such check(s), this Agreement shall cease to have legal effect immediately following completion of such check(s). Shell will set up the relevant customer account(s) and arrange for the production of the Card(s) encoded and embossed with the Cardholder’s data, the production of a PIN, and the subsequent mailing of Card(s) and the PIN Mailer(s) to the Cardholder, where appropriate.

3.2 Shell may require any Applicant and/or Cardholder to: use account opening information sent to a verified address to activate a Card; provide physical forms of identification or other documentation/confirmations; or provide the name, address and other personal details of directors, shareholders, partners or other relevant person(s) for their identities to be verified. Shell may also contact the Applicant and/or Cardholder in order to carry out additional checks. The Principal Cardholder shall notify Shell, in writing and without delay, of any changes (set out in the Agreement or otherwise) to the details relating to it, its account and/or any Cardholder.

3.3 PINs will be produced by Shell, although the Principal Cardholder may specify any PIN via the Online Services, in which case the Principal Cardholder must ensure that a separate and

appropriately secure PIN is set for each Card. Each PIN shall only be used by the relevant Cardholder and shall not be disclosed to any other person. The PIN must be memorised by the Cardholder and any document on which it was supplied destroyed. The PIN must not be kept in any other written format. The Principal Cardholder is liable for any failure to comply with these requirements, and will also be liable for the use of any Card with a PIN by any person, authorised or unauthorised, prior to actual cancellation of a Card.

- 3.4 All requests for additional Cards shall be made by a User via the Online Services or (ii) submitting an Additional Card Request Form to the Customer Service Center at 1300-22-8181. If an additional Card is requested, Shell may demand reasonable additional financial security. If the Principal Cardholder fails to provide such security Shell has the right to decline the additional Card request. Shell may at any time at its absolute discretion reject or not approve any application of an additional and/or replacement Card by the Principal Cardholder without giving any notice or assigning any reason in respect thereof to the Principal Cardholder.
- 3.5 All delivery addresses for Cards (and any PIN Mailers) which differ from the addresses recorded in the Agreement must be confirmed by the Principal Cardholder via the Online Services. Shell may require the Principal Cardholder to provide proof of trading from such address. Replacement Cards will be sent to the Principal Cardholder's registered or principal address, as recorded in the Agreement (or updated by the Principal Cardholder by notice in writing to Shell).

4. Card Use

- 4.1 The Principal Cardholder shall use all reasonable endeavours to ensure that Cards are only in the possession of and only used by Authorised Cardholders. A Card shall not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by Shell from time to time. Cards remain the property of Shell at all times and the Principal Cardholder shall promptly return any Card(s) to Shell at Shell's request.
- 4.2 The Cardholder can only use the Card:
- (a) if it is a current Card which has not expired, been cancelled, been stopped or reported as lost or stolen; and
 - (b) to obtain Supplies from a Card Scheme Participant; and
 - (c) to obtain Supplies as defined by the purchase category of the Card and within the geographical and network restrictions of the Card; and
 - (d) to obtain Supplies up to any Velocity Limit(s); and
 - (e) if the Cardholder inputs the PIN where required by the Card Scheme Participant.
- 4.3 The Principal Cardholder acknowledges that:
- (a) Supplies may be purchased from (and therefore invoices rendered by) a Card Scheme Participant rather than Shell.

In all cases however, the Principal Cardholder is obliged to make payment for the Supplies to Shell.

- 4.4 It is the obligation of the Cardholder to collect and retain any Sales Receipt issued at the time Supplies are purchased. However, verification of the Authorised Cardholder's signature on the Sales Receipt is outside the scope of this Agreement. Cardholders may not leave Cards at a Card Scheme Participant's premises.
- 4.5 The Principal Cardholder shall ensure that each Authorised Cardholder complies with the Agreement and any procedural requirements of a Card Scheme Participant in respect of any Card transaction, that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder, and represents and warrants that each Authorised Cardholder has been given authority to use the Card as a duly authorised representative of the Principal Cardholder.
- 4.6 Cards designated as Driver Cards or Vehicle Cards are issued as a management information tool. Such Cards do not provide additional security and, except as provided in Clause 6, the Principal Cardholder shall be liable for all amounts due under the relevant Card transactions irrespective of the driver or vehicle in respect of which the Supplies were made.

- 4.7 Where a Cardholder or a person purporting to be a Cardholder of a Card which has not been reported lost or stolen and who provides a credible form of identification obtains Supplies and either does not have the Card with them or the Card cannot be processed for any reason, such person may (at the discretion of the Card Scheme Participant) fill in an intent to pay form, promising to return to the Card Scheme Participant to pay for the Supplies within 7 days. Where such a person fails to do so, Shell shall be entitled to treat the transaction as if the Card had been presented and successfully processed, such that the Principal Cardholder shall be liable for the Supplies and the amount outstanding in respect of such Supplies shall be added to the Principal Cardholder's next invoice.
- 4.8 Shell reserves the right to refuse any single Card transaction from time to time for any reason connected with Card or account security, and the Principal Cardholder hereby acknowledges and accepts that Shell shall not be liable in any way for such refusal. Notwithstanding any Velocity Limit(s) or other controls, the Principal Cardholder shall be liable for the use of any Card by any Cardholder save as expressly provided for in this Agreement, and (in particular) shall remain liable in respect of any Card transaction in the event of any failure by a Cardholder to comply with the terms of this Agreement.

5. Online Services

- 5.1 The Online Services enable Users to manage orders relating to their Cards, retrieve information regarding Card transactions, and to analyse such information using reporting facilities available within the Online Services.
- 5.2 The Principal Cardholder shall nominate (in writing) a User to be set up as an administrator of, and who will be able to add Users to, the Principal Cardholder's account(s). All Users will be allocated (via email) a Password and/or a User ID to enable them to use the Online Services.
- 5.3 The Principal Cardholder undertakes that Users are authorised to represent it, agrees that it is responsible for the safekeeping of Passwords and/or User IDs, and that it will (and will ensure Users do) comply with any instructions Shell may issue regarding use of the Online Services, including security measures such as Password changes. Shell may (but shall not be obliged to) agree to a request by a User to alter a Password. The User may be required to pay a charge for such alteration. The Principal Cardholder is liable for the use of the Online Services by any person, authorised or unauthorised, who accesses the Online Services using any Passwords and/or User IDs issued to the Principal Cardholder.
- 5.4 The Principal Cardholder shall (and shall ensure all Users shall) report any malfunction of the Online Services to Shell without delay.
- 5.5 Whilst Users are entitled to review the data obtained via the Online Services and distribute it within the Principal Cardholder's organisation, Shell's prior written approval will be required for any other use (including reproduction or publication) of such data. Users are not permitted to make the Online Services, or any data derived from the use of such, available to any third party.
- 5.6 Shell reserves the right to:
- (a) alter the format or content of the Online Services;
 - (b) undertake such maintenance, repair or improvement to the Online Services as may be required for their proper functioning, in which case it may suspend the Online Services (without notice in the case of an emergency) and/or give such instructions to Users as it deems reasonably necessary; and/or
 - (c) suspend the Online Services or deny any User access in the event of breach of this Agreement.
- 5.7 eRS Tool: It is understood and agreed that the eRS Tool is a gateway through which Users can register for services that are provided directly to the Cardholders (via a separate contract) by Card Scheme Participants that are not members of the Shell Group. The service provided by Shell is limited to the facilitation the registration process, and Shell is not responsible for the delivery of these services or for the documentation that the User is required to complete in order to obtain

the services. Further, the Principal Cardholder is responsible for the accuracy of the information provided in the erS Tool by the relevant User(s) as part of the registration process. Where a Card is cancelled (for any reason), any electronic device associated with that Card will also be cancelled.

- 5.8 **Advanced Controls Tool:** The Advanced Controls Tool is a portal through which a User can, via the Online Services, set restrictions as to the use of the Cards (in addition to those controls that are set by Shell). Additional Card and Service Charges will be payable in the event that a Principal Cardholder chooses to use this tool. The Advanced Controls Tool is available only for acceptance networks using an online authorisation process, and is not available on toll or road tax acceptance networks. The Principal Cardholder is responsible for the accuracy of the information provided when the controls are set, and Shell cannot be held liable for any operational consequences following from the Principal Cardholder's choices. The Principal Cardholder shall inform Cardholders of the additional controls set, and shall ensure that the Alerts set in the Online Services are adjusted to reflect the additional controls that have been chosen. Any controls shall be effective within 24 hours from modification within the Online Services. Shell shall not be liable for the setting or maintenance of the product codes by, or the chain of authorisation in, any third party networks.
- 5.9 The Principal Cardholder accepts the Online Services and the data available via these services "as is" and any use of the Online Services shall be undertaken at the User's account and risk. Whilst Shell uses reasonable skill and care to ensure that the Online Services are available and the data provided via the Online Services is accurate and complete, it cannot provide any guarantee in relation such availability or data. Shell is not responsible for the consequences of changes made to Card functionality via the Online Services. Delivery of an Alert does not relieve the Principal Cardholder of liability for the use of any Card(s) that is (are) the subject of an Alert.

6. Cancellation of Cards and Principal Cardholder Liability

- 6.1 If a Card is lost, stolen, misused, remains in possession of a person who has ceased to be an Authorised Cardholder, or the Principal Cardholder wishes to cancel a Card for any other reason, the Principal Cardholder shall immediately notify Shell. Such notification may be made either via the Online Services, or by phoning the Shell Customer Service Centre on +60 1 300 22 8181 or by e-mail at generalcardrequests-my@shell.com1.
- 6.2 Where a Card is lost, stolen or misused, the Principal Cardholder shall provide Shell with all relevant information as to the circumstances of the loss, theft or misuse, and take all reasonable steps to assist Shell to recover the relevant Card(s). The Principal Cardholder must also notify the police of any loss, theft or misuse and obtain a police report, a copy of which must be provided to Shell. Where a Card remains in the possession of an Authorised Cardholder, the Principal Cardholder shall ensure that any cancelled Card is destroyed, and such destruction shall include cutting the magnetic strip on the Card (this also applies to any Cards that have been reported as lost or stolen, but are subsequently recovered).
- 6.3 Shell will cancel a Card once a cancellation request has been made via the Online Services or the Shell Customer Service Centre. The Principal Cardholder shall have no further liability for Card transactions made with the relevant Card after submission of such a request.
- 6.4 Shell may request the return of all/any Cards or cancel or suspend all/any Cards or Card accounts at any time without notice, or refuse to reissue, replace or renew any Card during any period in which:
- (a) fraudulent, illegal or unlawful use of any Card or Card account is suspected;
 - (b) Shell receives a credit reference in relation to the Principal Cardholder which in Shell's reasonable opinion is unsatisfactory; or
 - (c) any Cardholder is in breach of this Agreement.

Where Cards or Card accounts are cancelled or suspended without notice, Shell shall notify the Principal Cardholder as soon as reasonably practicable. Where any Card account is suspended by Shell for any reason, all monies due from the Principal Cardholder to Shell shall become

payable forthwith, and Shell may require the Principal Cardholder to make payment of such before the account is reactivated.

- 6.5 Any request for return or cancellation or suspension of a Card is made by Shell without prejudice to the Principal Cardholder's liability in respect of use of any Cards prior to the actual cancellation or destruction of the relevant Card.

7. Prices and Card and Service Charges

- 7.1 If any Card shall be lost or stolen or otherwise ceased to be in the possession of the Principal Cardholder or the relevant Cardholder, the Principal Cardholder may request Shell to issue a replacement Card but Shell may at its absolute discretion refuse such request upon such terms and conditions as Shell may deem fit to impose and subject always to the payment by the Principal Cardholder of a lost card fee of Ringgit Malaysia Ten Only (RM10.00) or such other sum as Shell may stipulate.
- 7.2 The scope and rate of any Card and Service Charges for which the Principal Cardholder shall be liable shall be set out in the Agreement or other written correspondence between Shell and the Principal Cardholder and may be amended from time to time at Shell's discretion. Use of a Card following notification shall constitute acceptance of the new Card and Service Charge.
- 7.3 All Card and Service Charges relating to the preceding invoice/statement period shall be added to the Principal Cardholder's next invoice/statement and shall be payable in accordance with Clause 9.
- 7.4 At the request of Shell, the Principal Cardholder may make a pre-payment to his/her Account with Shell to cover anticipated Card and Service Charges.
- 7.5 The Principal Cardholder hereby agrees to make the following payments to Shell, which may be amended by Shell from time to time, for procurement of the following from Shell by request in so far as Shell is agreeable to meet with such request of the Principal Cardholder:
- (a) Ringgit Malaysia Five (RM5.00) for every photocopy of the Statement;
 - (b) Ringgit Malaysia Ten (RM10.00) or Ringgit Malaysia Fifteen (RM15.00) per month for the delivery of the Statement to the Principal Cardholder in Peninsular Malaysia or East Malaysia respectively at the last address notified to Shell by courier service;
 - (c) Ringgit Malaysia Ten (RM10.00) for the provision of a list containing such information as shall be agreed between Shell and the Principal Cardholder in relation to the vehicles of Principal Cardholder to which Supplies are provided under this Agreement;
 - (d) Ringgit Malaysia Three (RM3.00) for every photocopy of the IPT/OPT Receipt;
 - (e) Ringgit Malaysia Ten (RM10.00) per Card which is issued as a replacement Card upon grounds acceptable to Shell.

8. Invoices and Statements

- 8.1 Invoices and/or statements will be sent or made available to the Principal Cardholder at the billing period intervals determined by Shell from time to time. The invoice/statement will detail the Card transactions (including the amount charged for such) for the relevant billing period, together with any Card and Service Charges.
- 8.2 Where legally permitted and the Principal Cardholder has (if necessary) registered for electronic invoicing, invoices/statements will be made available via the Shell Website, in which case paper invoices and/or statements will not be available. In such circumstances, the Principal Cardholder specifically agrees to receive electronic invoices instead of paper invoices from any Shell Group company and/or Card Scheme Participant that is able and/or legally entitled to issue electronic invoices in the relevant jurisdiction. However, the Principal Cardholder may apply for an alternative method of invoicing and, in the event that Shell chooses to accede to such an application, it will levy a surcharge to cover additional administration costs. This charge will be advised to the Principal Cardholder in writing.

8.3 In the event a Principal Cardholder that is currently receiving paper invoices and/or statements seeks to transfer to electronic invoices and/or statements, this must be done by way of an application in writing, or (where legally permitted) via the Shell Website.

8.4 Any queries concerning any invoice or statement, including but not limited to requests for copies of Sales Receipts, must be in writing (whether submitted via the Online Services or otherwise) and be sent by the Principal Cardholder to Shell within 30days of the date of the relevant invoice/statement. After the 30 day period, the Cardholder will be deemed to have accepted that the details within the invoice are correct and payable.

9. Payment

9.1 Payment by the Principal Cardholder of any amount owed under this Agreement shall be made directly by the Principal Cardholder, in the currency set out in the relevant invoice and, unless agreed otherwise by Shell in the Agreement shall be made by means of direct debit to the bank account nominated by Shell, such that funds are received into such account by the due date stated on the relevant invoice.

9.2 Settlement shall be in respect of the whole amount of all invoices due and owing at such date. The Principal Cardholder may only use a third party to make payment on its behalf with Shell's prior written consent.

9.3 Without prejudice to Shell's right to terminate this Agreement, Shell reserves the right to charge interest on late payment, on the Late Payment Charge and compensation for debt recovery costs to the maximum extent permitted under applicable law.

"Late Payment Charge" means the charge incurred on an unpaid payment pursuant to Clause 8.4 herein and calculated according to the following formula:

Formula on penalty charge on the late payment are as follows:-

$$\frac{\text{Total Overdue} \times \text{Penalty Rate} \times \text{No. of Overdue day(s)}}{365}$$

Example calculation for the month of May 2014 :-

$$\text{RM } 1,321 \times 1\% \times 31/365 = \text{RM } 1.12$$

$$(F) = (O) \times (P) \times (N/D)$$

F is the sum of all late payment charges computed on the different balances that maybe imposed with a late payment charge over the applicable late payment charge bearing periods during the month.

O is overdue Installments; is the relevant balance that is imposed with the late payment charge.

P is the Penalty Rate; is the penalty rate of late payment charge of not more than 1% per annum (daily rest basis) on the installment amount.

N is the number of Overdue day(s); is the respective late payment charge bearing period in days on which the relevant balance "O" is imposed with the late payment charge.

D is the number of days used as the base for annual rate.

9.4 The Principal Cardholder shall be liable for the payment of a Late Payment Charge for each unpaid direct debit or for any other method of payment which Shell agrees to in the Application and which fails to clear.

9.5 Parties hereby agree that the receipt of the IPT/OPT Receipt from the Card Scheme Participant or the receipt of the data transmitted via the execution of the settlement function by the Card Scheme Participant shall be the authority for Shell to debit the Account of the Principal Cardholder with the price of the Supplies as shown in the IPT/OPT Receipt or as transmitted via the execution

of the settlement function together with any purchase tax, customs, excise and other duties imposed before or after the date of the purchase.

- 9.6 The Principal Cardholder represents and warrants to Shell that its payments to Shell shall not constitute the proceeds of crime in contravention of anti-money laundering laws.
- 9.7 Only the Principal Cardholder shall pay the invoice from Shell. No party other than the Principal Cardholder shall pay the invoice without the prior consent of Shell.

10. Security and Financial Limits

- 10.1 Shell reserves the right to call for any form of security in respect of Card transactions and any other sums due under this Agreement. The provision of security shall not affect the Principal Cardholder's liability under this Agreement.
- 10.2 If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Shell's right to recover all amounts due from the Principal Cardholder, Shell may terminate this Agreement immediately on notification to the Principal Cardholder.
- 10.3 Shell may from time to time impose a change in Velocity Limits.
- 10.4 Any request by Principal Cardholder for a specific credit limit to the overall amount incurred by the Principal Cardholder within any one billing period shall be subject to Shell's approval at Shell's sole discretion. In the absence of a specific request by the Principal Cardholder for a credit limit, Shell may provide the Principal Cardholder with a credit limit. Shell may from time to time review and amend such credit limit provided and amend the same at its sole discretion.
- 10.5 If any applicable limit imposed under Clause 10.4 is exceeded then:
- (a) The Principal Cardholder shall remain liable for all transactions taking place before the return of the Card in accordance with Clause 6.2 or reporting the Card lost or stolen in accordance with Clause 6.3, irrespective of any financial limit advised by Shell; and
 - (b) without prejudice to Shell's right to recover all amounts due from the Principal Cardholder, Shell may suspend the Principal Cardholder's account immediately on notification to the Principal Cardholder.
- 10.6 Notwithstanding any provisions in this Agreement, should the supply of fuels be made or dispensed by the Card Scheme Participant contrary to any of the Velocity Limit and/or any other limits as instructed to Shell, the Principal Cardholder nevertheless agrees to be liable for all amounts incurred under such transactions.

11. No Set-Off

- 11.1 All payments made by the Principal Cardholder or any credits or refunds due to the Principal Cardholder shall be applied first in settlement of any interest due and secondly by Shell in its absolute discretion in reduction of any amount due on any account whatsoever.
- 11.2 To the extent permitted by applicable law, no set off or counter claim shall be made against Shell in respect of a claim by any Cardholder against Shell.

12. Personal Data Protection

- 12.1 Principal Cardholder and Shell may in the course of performance of this Agreement provide each other with Personal Data. Any processing of Personal Data will be done in accordance with the terms of this Agreement and applicable data protection laws (applicable laws related to the protection of individuals, the processing of such information, and security requirements for, and the free movement of, such information).

12.2. Shell and Principal Cardholder agree and acknowledge that they will each be independently acting as data controllers in respect of Personal Data processed by each of them. This Agreement does not establish a basis for jointly exercising data controller powers over the relevant Personal Data.

12.3. Shell will process Personal Data provided by the Applicant, Principal Cardholder, Associated Persons and Authorised Cardholders in accordance with the Fleet Solutions Privacy Statement available at www.shell.com.my/pdpa that supplements the global Privacy Notice – Business Customers, Suppliers and Business Partners available at www.shell.com.my/shellcard Personal Data will be processed to the extent necessary for the supply of Cards and Card services to the Principal Cardholder as described in this Agreement and specifically for the following principal purposes:

- (a) performance and improvement of the services by Shell to Principal Cardholder;
- (b) meeting regulatory requirements related to the performance of the services by Shell to Principal Cardholders, including for assurance with trade controls and anti-bribery and corruption regulations; and
- (c) prevention and investigation of fraud.

12.4. Where Principal Cardholder has provided Shell with Personal Data of Authorised Cardholders (including permanent or temporary employees, contractors, trainees or other members of staff), the Principal Cardholder shall provide the Authorised Cardholders with the information contained in the Shell Malaysia Trading Sdn Bhd Privacy Statement for the use of the Shell Card, as attached to this Agreement as Appendix 2 (also available on the www.shell.com.my/shellcard and obtain, where required, all consents if these are necessary to fully comply with applicable privacy laws.

12.5. In processing any Personal Data provided to it by the Principal Cardholder, Shell shall:

- (a) put in place technical measures to safeguard the Personal Data, such measures to be appropriate to the nature of the data being processed and take into account the harm which would be caused to the data subject should any unauthorised loss, disclosure or destruction of the data occur;
- (b) put in place appropriate organisational measures to safeguard the Personal Data;
- (c) not process any Personal Data of Principal Cardholder, Associated Persons and/or Authorised Cardholders except to the extent necessary for the supply of Cards and Card services to the Principal Cardholder as described in this Agreement;
- (d) put in place measures designed to ensure that no Personal Data will be transmitted outside of the EEA without appropriate contractual or equivalent protection being in place to protect such Personal Data and shall ensure that such measures are maintained for the duration of this Agreement. Shell has adopted Binding Corporate Rules that allow Shell to transfer Personal Data between companies of the Shell group, even if such companies are established outside of the EEA.

13. Termination

13.1 Without prejudice to any other rights and remedies, either party may terminate the Agreement by giving not less than one month's prior written notice to the other party. Further, either party may terminate this Agreement by giving notice at any time if:

- (a) the other party is in breach of any of any provision of the Agreement which is incapable of remedy or, if capable of remedy, is not remedied within 10 days of receipt of notice by the party not in breach requiring remedy; or
- (b) the other party goes into or in the reasonable opinion of the relevant party is likely to enter into receivership, administrative receivership, administration, bankruptcy or liquidation or has similar proceedings taken against it or any other event occurs which in the opinion of the relevant party may affect the ability of the other party to comply with any or all of its obligations or meet any of its liabilities under the Agreement; or
- (c) any other circumstance arises which gives the relevant party a termination right under these Terms and Conditions.

13.2 Shell may terminate the Agreement immediately upon notification to the Principal Cardholder if:

- (a) Shell receives a credit reference which in the reasonable opinion of Shell is unsatisfactory;

- (b) in the event that Shell becomes aware that the Principal Cardholder and/or any Associated Person(s) is controlled by the government of any Restricted Jurisdiction, or is a Denied or Restricted Party;
- (c) Shell, the Principal Cardholder, or any Associated Person(s), is subject to a Change of Control; or
- (d) in its reasonable judgement supported by credible evidence, the Principal Cardholder is in breach of anti-money laundering laws and regulations in connection with this Agreement and has failed to provide information demonstrating compliance with such anti-money laundering laws and regulations.

13.3 A Change of Control shall occur where:

- (a) a person acquires Control of the relevant party where no person previously had Control of such party; or
- (b) the ultimate parent company of the relevant party ceases to have Control of such party; or
- (c) a person acquires Control of the ultimate parent company of the relevant party; or
- (d) a person who is not under the Control of the ultimate parent company of the relevant party acquires Control of such party.

13.4 Shell may close any account held by the Principal Cardholder on notification to the Principal Cardholder in the event that no Card issued in relation to that account is used for a period of thirteen (13) months or more. Further, where no account held by the Principal Cardholder has been used for such period, Shell may also terminate this Agreement on notification to the Principal Cardholder.

14. Effect of Termination

14.1 On termination of the Agreement for any reason, without prejudice to the rights of Shell already accrued at the date of termination, the whole outstanding balance of the Principal Cardholder's account shall become due and payable in full to Shell and the right of any Cardholder to use any Card shall cease immediately.

14.2 On termination of the Agreement for any reason, the Principal Cardholder shall destroy all of the Cards, which shall include cutting the magnetic stripe on the Cards and, where required by Shell (but only where the Principal Cardholder has terminated the Agreement), the Principal Cardholder must provide a certificate of destruction which lists all card numbers and the corresponding Cardholder names and certifies that all of the Cards issued to the Principal Cardholder have been destroyed. The Principal Cardholder will remain fully liable without limitation for any use and/or misuse of the Cards until such time as they are destroyed.

15. Liability of Shell

15.1 Save to the extent that such liability cannot by law be limited or excluded neither Shell nor any member of the Shell Group shall be liable for loss of profit or for any indirect or consequential loss or damage suffered by any Cardholder or by any third party in connection with any Supplies or the use of any Card or the Online Services, including but not limited to loss of use, loss of anticipated profit, loss of revenue, loss of production and business interruption.

15.2 Further, Shell shall not be liable to any Cardholder or any third party in respect of the fraud, negligence, act, default or omission or wilful misconduct of:

- (a) independent contractors engaged by Shell, or their employees, contractors or agents; and
- (b) any Card Scheme Participant or their employees, contractors or agents (including any refusal to provide Supplies).

15.3 Shell shall not by virtue of anything contained in this Agreement be liable to the Principal Cardholder for any failure of the Principal Cardholder to obtain Supplies from the Card Scheme Participant or for any failure mechanical or otherwise of a vehicle caused by inadequate incorrect defective Supplies or otherwise or for any loss or damage arising therefrom, whether directly or indirectly and whether suffered by the Principal Cardholder or the relevant Cardholder or any third party.

16. Intellectual Property

- 16.1 Intellectual Property in the following non-exhaustive list shall remain the property of Shell Group members and/ or their licensors:
- (a) any computer software or data supplied by (whether via the Online Services or otherwise) or used by Shell or any member of the Shell Group in performing this Agreement;
 - (b) the content of Shell Website and the Online Services, including, but not limited to, all coding, text, images, links and web pages; and
 - (c) any other material(s) provided by Shell or any member of the Shell Group under this Agreement.
- 16.2 The Principal Cardholder shall not, and shall procure that Authorised Cardholders and/or Users do not (or knowingly allow others to) modify, create derivative works from, transmit, distribute, reverse engineer, decipher, decompile, disassemble, or reduce to human readable form, any computer software supplied or used by Shell or any member of the Shell Group pursuant to this Agreement.
- 16.3 All Intellectual Property which results from or is otherwise created pursuant to or for the purposes of the performance of this Agreement shall immediately upon creation vest in and become the property of Shell or any member of the Shell Group (as appropriate) and, by force of this Clause 16, the Principal Cardholder shall take all necessary steps to assign and shall procure that Authorised Cardholders and/or Users shall assign, such Intellectual Property to Shell or any member of the Shell Group.

17. Variations

- 17.1 Without prejudice to Clause 7, Shell may, acting reasonably and upon notice to the Principal Cardholder (via the Online Services or otherwise), vary any of these Terms and Conditions (including without limitation any terms contained in written correspondence) or impose new terms and conditions for any other card scheme or online service which is similar to the current card scheme or online service, whether or not such new scheme is operated by Shell or by a third party on behalf of Shell.
- 17.2 The use of any Card after notification of any variation to these Terms and Conditions or the imposition of new terms and conditions shall be deemed to be acceptance of the varied or new terms and conditions by the Principal Cardholder.

18. Transfers

- 18.1 The Principal Cardholder shall not be entitled to assign, transfer, mortgage or charge all or any of its rights interests or obligations under the Agreement except by way of a floating charge created in the ordinary course of business.
- 18.2 Shell shall be entitled in its absolute discretion and without the consent of the Principal Cardholder to assign, transfer, mortgage or charge all or any of its rights, interests or obligations under the Agreement.

19. Joint and Several Liability

Where there is more than one Principal Cardholder, the obligations of the Principal Cardholders shall be joint and several.

20. Headings

The headings used in the Agreement are for convenience and shall not affect the interpretation of the Agreement.

21. Notices

- 21.1 A notice, demand, request, statement, or other communication under or in connection with under the Agreement shall only be effective if it is in writing. Faxes and e-mail are permitted. All notices of whatever nature to Shell by the Principal Cardholder shall be signed by the Principal Cardholder for the purpose of this Agreement.
- 21.2 Notices, demands, requests, statements, or other communications under or in connection with the Agreement shall be sent to a party at the addresses or numbers specified from time to time (in writing) by the party to whom the notice is addressed and shall be marked for the attention of the account contact and, for all communications sent to Shell, copied to the company secretary at the registered address.
- 21.3 Any notice given under the Agreement:
- (a) shall be effective only upon actual receipt at the appropriate address;
 - (b) that is delivered outside working hours shall be deemed not to have been given until the start of the next working day in the relevant place;
 - (c) may not be withdrawn or revoked except by notice given in accordance with this Clause.
- 21.4 All notices of whatever nature to the Principal Cardholder by Shell or firm of solicitors purporting to act for Shell, may at the option of Shell be posted or sent by ordinary mail to the Principal Cardholder at any address last registered with Shell, and a notice shall be deemed to have been delivered in the ordinary course of post or if sent by, facsimile or cable then it shall be conclusively deemed to have been served immediately after transmission thereof of such facsimile or e-mail. At the election Shell, all court documents within and outside the jurisdiction of the High Court of Malaysia may be served on the Principal Cardholder by ordinary post.
- 21.5 The Principal Cardholder shall promptly notify Shell in writing of any changes in the nature of its business, address, contact person and telephone number.

22. Force Majeure

Neither Shell nor any member of the Shell Group shall be liable for any failure to perform its obligations under the Agreement if fulfilment has been delayed, hindered, interfered with, curtailed or prevented: (i) by any circumstance whatsoever which is beyond its reasonable control, or that of its agents or contractors; or (ii) by any requirement to comply with any law, regulation or ordinance, or with any order, demand or request of any international, national, port, transportation, local or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them.

23. Waiver

The failure of Shell or any member of the Shell Group to enforce any of the provisions of this Agreement at any time shall not be construed as a waiver of that provision unless it is confirmed as such by Shell in writing. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach or a continuing waiver of any further breach of this Agreement.

24. Law and Jurisdiction Martin/Ian: is the jurisdiction correct for all countries?

The provisions of the Agreement shall be governed by the laws of Malaysia and the parties hereby agree that any dispute or claim arising hereunder shall be submitted to the non-exclusive jurisdiction of the Malaysian Courts.

25. Language

- 25.1 Each notice, demand, request, statement, or other communication under or in connection with this Agreement shall be:

- (a) in English; or
- (b) in both English and Bahasa Malaysia.

25.2 In the event of Clause 25.1(ii), the Parties hereby agree that if there are any inconsistencies between the English version and the Bahasa Malaysia version, the contents of the English version shall take precedent over the Bahasa Malaysia version.

26. **Severability**

The validity of the provisions of this Agreement shall not be affected if any particular provision or provisions of this Agreement is or are declared illegal, unenforceable, or contrary to law or public policy. If as a result of any declaration any of the rights or obligations of a party are materially affected, then the parties shall meet and negotiate in good faith in order to arrive at an amendment of the provision(s) of this Agreement so affected, in such manner as will most closely and accurately reflect the intents and purposes of this Agreement.

27. **No Association**

Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a legal partnership, association, joint venture or other co-operative entity between any of the parties.

28. **Compliance**

28.1 Shell and the Principal Cardholder each represent and warrant to the other that, in connection with this Agreement (a) it is knowledgeable about anti-bribery laws and anti-money laundering laws applicable to the performance of this Agreement and will comply with all such laws; and (b) neither it nor any of its employees, officers, agents or affiliates (or their employees, officers, agents) have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any person where such payment, gift, promise or other advantage would: (i) comprise a facilitation payment; and/ or (ii) violate applicable anti-bribery laws.

28.2 The Parties shall comply with all applicable laws, governmental rules, regulations and orders in their performance of this Agreement.

29. **Certificate of Indebtedness**

A certificate signed by an officer of Shell as to the monies and liabilities for the time being due and owing to Shell from the Principal Cardholder shall be conclusive evidence or proof that the amount appearing herein is due and owing and payable by the Principal Cardholder to Shell in any legal proceedings.

30. **Collection Agent**

The Principal Cardholder hereby expressly agrees that Shell shall be entitled to appoint an agent(s) to collect all sums due and owing to Shell from the Principal Cardholder under the terms and conditions of this Agreement without notice to the Principal Cardholder. The costs and expenses of such appointment shall be borne by the Principal Cardholder.

Appendix 2

SHELL MALAYSIA TRADING SDN BHD PRIVACY STATEMENT FOR THE SHELL CARD

Your privacy matters to us so please take a moment to familiarise yourself with this Shell Malaysia Trading Sdn Bhd (“Shell”) Privacy Statement For The Shell Card (“Privacy Statement”) and contact us if you have any questions or queries. This Privacy Statement complements the **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at www.shell.com.my/shellcard, depending upon your location.

What does this Privacy Statement cover?

This Privacy Statement provides information about personal data which are collected and processed in the context of the issuance and use of the **SHELL CARD** as well as your visits to the Shell websites related to the Shell Fleet Solutions business, including the Shell Cards Online Portal (SCOL).

When processing an application for a **SHELL CARD**, Shell or its affiliates (“the Shell Group”) may collect and process information that is necessary for assessing the status of the applicant. After the **SHELL CARD** is issued, the Shell Group may collect and process transactional and location information of the cardholders, which are collected in real time.

Source of data

If you have not provided your personal data directly to Shell, please be informed that Shell has obtained your personal data from your employing or contracting company who in turn will have ensured that your consent has been obtained if this is required.

What data do we process?

Depending on the exact services used by you and your company, Shell may process some or all of the following types of data:

- Business contact details including name, address, marketing preferences, email addresses, telephone numbers and language preferences.
- Director’s (and other associated persons’) details including name and birth date (these are required for anti-money laundering and anti-bribery and corruption purposes/ credit check)
- Transaction details including driver’s name, card number, vehicle identifier, products purchased, date, time and location.

Purposes for processing the data collected

Personal Data supplied by the applicant for a **SHELL CARD** and/or collected through the use of the **SHELL CARD**, may be processed for the purposes of;

- processing the application,
- establishing a cardholder’s identity if this option has been requested by the employing or contracting company (principal cardholder)
- completing credit checks
- operating the cardholder’s account(s) and facilitating access to and use of the online services relating to **SHELL CARD**;
- assessing and/or reviewing the card status and/or purchase record of the **SHELL CARD** on an ongoing basis;
- conducting screening for trade controls and anti-bribery and corruption purposes;
- monitoring volume and spend information;
- tracing and recovering the **SHELL CARD**;
- conducting aggregated market research and/or statistical analysis;
- identifying and (if possible) preventing money laundering and fraud; and/or
- marketing and commercial communication subject to any consent obtained.

In each case the processing may take place at any time during the course of the application process and/or the **SHELL CARD** terms and conditions, and may continue after that agreement has ended for limited purposes (invoicing cycle, compliance with legal, fiscal and/or contractual requirements including internal audit).

Marketing

Shell will only send marketing to individuals within your organisation if consent has been given; individuals are free to withdraw their consent at any time. Consent may also be withdrawn at any time by your company's authorised representative. For more information please refer to the **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at www.shell.com.my/shellcard, depending on your location.

Credit Checks

When processing an application and during the term of any **SHELL CARD** Terms and Conditions, we may assess the creditworthiness of any applicant or cardholder, as well as that of any person(s) associated with the cardholder. In assessing creditworthiness: (a) credit scoring or other automated decision-making processes may be used; and (b) records held by credit reference agencies may be searched. Information held by the credit reference agencies regarding any cardholder may already be linked to records relating to associated persons, or the information provided may create such a link. In case of automated decision making for credit worthiness check, the applicant or cardholder has the right to contest such decision and seek human intervention – please refer to the Contact Details section below.

Who is responsible for any personal data collected?

EuroShell Cards B.V. in cooperation with your local Shell Fuel Card contracting company: Shell Malaysia Trading Sdn Bhd, Menara Shell, No.211, Jalan Tun Sambanthan, 50470 Kuala Lumpur is the Data Controller for processing personal data.

Sharing your personal data

Your personal data that are collected as a part of the agreement may be transferred within the Shell group, including to Shell companies which may be located outside the Economic European Area ("EEA") for the purposes specified above.

Additionally, your personal data may be shared with or obtained from any of the following parties:

- the participants in the **SHELL CARD** scheme, such as the retailers and/or any other company that is permitted to supply products and/or services to SHELL CARD cardholders under the **SHELL CARD** scheme;
- any person to whom any member of the Shell Group proposes to transfer any of its rights and/or duties under a **SHELL CARD** Terms and Conditions;
- credit reference, screening and/or fraud prevention agencies as well as referees, guarantors or other persons providing references or security in relation to a cardholder's obligations e.g. Experian and CIFAS;
- insurance companies, in connection with insurance products that relate or might relate to the operation and/or leasing companies - in the event the cardholder has a vehicle leasing agreement, for the purpose of enabling these companies to monitor vehicle mileage and assess creditworthiness;

We will not disclose your Personal Data without your permission unless we are legally entitled or required to do so. For full details please refer to **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at www.shell.com.my/shellcard, depending on your location.

Your rights

You have the right of access to your Personal Data collected through the **SHELL CARD** as well as the right to request correction or deletion of such Personal Data (but only where it is no longer required for a legitimate business purpose). For full details please refer to **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at www.shell.com.my/shellcard, depending on your location.

Who can I contact for more information?

You can contact:

Contact Person : Rachel Wong
Postal address : Shell Malaysia Trading Sdn Bhd
Menara Shell, No. 211, Jalan Tun Sambanthan
50470 Kuala Lumpur
Phone Number : 1300 22 8181
Fax Number : 1300 82 8283
E-mail address : generalcardrequest-my@shell.com

PERNYATAAN PRIVASI SHELL MALAYSIA TRADING SDN BHD BAGI KAD SHELL

Privasi anda penting kepada kami jadi sila luangkan sedikit masa untuk membiasakan diri dengan Pernyataan Privasi Fleet Solutions ini dan hubungi kami jika anda mempunyai sebarang pertanyaan. Pernyataan privasi ini melengkapkan **Notis Privasi Global - Pelanggan Perniagaan, Pembekal dan Rakan Perniagaan** tersedia di www.shell.com.my/shellcard.

Apakah yang terangkum dalam Pernyataan Privasi ini?

Pernyataan Privasi ini memberikan maklumat mengenai data peribadi yang dikumpulkan dan diproses dalam konteks pengeluaran dan penggunaan **KAD SHELL** serta lawatan anda ke laman web Shell yang berkaitan dengan perniagaan Shell Fleet Solutions, termasuk portal Dalam talian Kad Shell (SCOL).

Apabila memproses permohonan **KAD SHELL**, Shell atau sekutunya ("Kumpulan Shell") boleh mengumpulkan dan memproses maklumat yang diperlukan untuk menilai status pemohon. Selepas **KAD SHELL** dikeluarkan, Kumpulan Shell boleh mengumpul dan memproses maklumat transaksional dan lokasi pemegang kad, yang dikumpulkan dalam masa nyata.

Sumber data

Sekiranya anda belum memberikan data peribadi anda terus kepada Shell, sila maklum bahawa Shell telah memperoleh data peribadi anda daripada majikan ataupun syarikat kontrak anda yang akan memastikan bahawa persetujuan anda telah diperolehi jika ini diperlukan.

Apa data yang kami proses?

Bergantung pada perkhidmatan tepat yang digunakan oleh anda dan syarikat anda, Shell Fleet Solutions boleh memproses beberapa atau semua jenis data berikut:

- Maklumat hubungan perniagaan termasuk nama, alamat, pilihan pemasaran, alamat e-mel, nombor telefon dan pilihan bahasa.
- Maklumat Pengarah (dan orang lain yang berkaitan) termasuk nama dan tarikh lahir (ini diperlukan untuk pencegahan pengubahan wang haram dan tujuan anti rasuah dan sogokan/semakan kredit)
- Maklumat transaksi termasuk nama pemandu, nombor kad, pengecam kenderaan, produk yang dibeli, tarikh, masa dan lokasi.

Tujuan untuk memproses data yang dikumpul

Data peribadi yang disediakan oleh pemohon untuk **KAD SHELL** dan/atau dikumpulkan melalui penggunaan **KAD SHELL**, boleh diproses untuk tujuan;

- Untuk memproses borang permohonan,
- memastikan identiti pemegang kad jika pilihan ini telah diminta oleh syarikat penggajian atau kontrak (Pemegang kad Prinsipal)
- melaksanakan semakan kredit
- mengendalikan akaun pemegang kad dan memudahkan akses dan penggunaan perkhidmatan dalam talian yang berkaitan **KAD SHELL**;
- menaksir dan meneliti status kad dan/atau rekod pembelian **KAD SHELL** secara berterusan;
- menjalankan pemeriksaan untuk kawalan perdagangan dan tujuan anti-rasuah dan sogokan;
- memantau maklumat kuantiti dan perbelanjaan;
- mengesan dan mendapatkan semula **KAD SHELL**;
- menjalankan penyelidikan pasaran agregat dan/atau analisis statistik;
- mengenal pasti dan (jika boleh) menghalang mencegah aktiviti kepalsuan dan pengubahan wang haram; dan/atau
- komunikasi pemasaran dan komersial tertakluk kepada apa-apa persetujuan yang diperolehi.

Dalam setiap kes pemrosesan boleh berlaku pada bila-bila masa semasa proses permohonan dan/atau perjanjian **KAD SHELL** dan boleh diteruskan selepas perjanjian itu berakhir untuk tujuan yang terhad (kitaran invois, pematuhan dengan keperluan undang-undang, fiskal dan/atau kontrak termasuk audit dalaman).

Pemasaran

Shell hanya akan menghantar pemasaran kepada individu dalam organisasi anda jika persetujuan telah diberikan; individu bebas untuk menarik balik persetujuan mereka pada bila-bila masa. Persetujuan juga boleh ditarik balik pada bila-bila masa oleh wakil sah syarikat anda. Untuk maklumat lanjut sila rujuk kepada **Notis Privasi Global - Pelanggan Perniagaan, Pembekal dan Rakan Perniagaan** tersedia di www.shell.com.my/shellcard, bergantung pada lokasi anda.

Semakan Kredit

Apabila memproses permohonan dan semasa tempoh sebarang perjanjian **KAD SHELL**, kami boleh menilai kelayakan kredit mana-mana pemohon atau pemegang kad, dan juga mana-mana orang yang berkaitan dengan pemegang kad. Dalam menilai kepercayaan kredit: (a) pemarkahan kredit atau proses membuat keputusan automatik yang lain boleh digunakan; dan (b) rekod yang dipegang oleh agensi rujukan kredit boleh dicari. Maklumat yang dipegang oleh agensi rujukan kredit mengenai mana-mana pemegang kad mungkin telah dikaitkan dengan rekod yang berkaitan dengan orang bersekutu, atau maklumat yang disediakan boleh mewujudkan kaitan sedemikian. Sekiranya membuat pengambilan keputusan automatik untuk semakan kepercayaan kredit, pemohon atau pemegang kad mempunyai hak untuk mempertikaikan keputusan tersebut dan mencari campur tangan manusia - sila rujuk bahagian Maklumat Hubungan di bawah.

Siapa yang bertanggungjawab untuk sebarang data peribadi yang dikumpul?

EuroShell Cards B.V dalam kerjasama dengan syarikat kontrak kad Bahan api Shell tempatan anda: Shell Malaysia Trading Sdn Bhd, Menara Shell, No.211, Jalan Tun Sambanthan, 50470 Kuala Lumpur, adalah Pengawal Data untuk memproses data peribadi.

Berkongsi data peribadi anda

Data peribadi anda yang dikumpulkan sebagai sebahagian daripada perjanjian boleh dipindahkan dalam kumpulan Shell, termasuk syarikat Shell yang mungkin terletak di luar Kawasan Ekonomi Eropah ("EEA") untuk tujuan yang dinyatakan di atas.

Di samping itu, data peribadi anda boleh dikongsi atau diperoleh daripada mana-mana pihak yang berikut:

- Peserta Skim **KAD SHELL**, seperti peruncit dan/atau mana-mana syarikat lain yang dibenarkan untuk membekalkan produk dan/atau perkhidmatan kepada pemegang KAD SHELL di bawah skim **KAD SHELL**;
- mana-mana orang yang sebarang ahli Kumpulan Shell bercadang untuk pindahkan mana-mana hak dan/atau kewajibannya di bawah perjanjian **KAD SHELL**;
- rujukan kredit, pemeriksaan dan/atau agensi pencegahan penipuan serta pengadil, penjamin atau orang lain yang menyediakan rujukan atau keselamatan berhubung dengan kewajipan pemegang kad misalnya Experian dan CIFAS;
- syarikat insurans, berhubung dengan produk insurans yang berkaitan atau mungkin berkaitan dengan operasi dan/atau syarikat pemajakan - sekiranya pemegang kad mempunyai perjanjian pemajakan kenderaan, untuk tujuan membolehkan syarikat-syarikat ini memantau perbatuan kenderaan dan menilai kepercayaan kredit;

Kami tidak akan mendedahkan Data Peribadi anda tanpa kebenaran anda melainkan kami berhak secara sah atau diperlukan untuk berbuat demikian. Untuk maklumat penuh sila rujuk kepada **Notis Privasi Global - Pelanggan Perniagaan, Pembekal dan Rakan Perniagaan** tersedia di www.shell.com.my/shellcard, bergantung pada lokasi anda.

Hak anda

Anda mempunyai hak akses ke Data Peribadi anda yang dikumpulkan melalui **KAD SHELL** serta hak untuk meminta pembetulan atau penghapusan Data Peribadi tersebut (tetapi hanya jika ia tidak lagi diperlukan untuk tujuan perniagaan yang sah). Untuk maklumat penuh sila rujuk kepada **Notis Privasi Global - Pelanggan Perniagaan, Pembekal dan Rakan Perniagaan** tersedia di www.shell.com.my/shellcard, bergantung pada lokasi anda.

Siapa yang boleh saya hubungi untuk maklumat lanjut?

Anda boleh hubungi Pusat Perkhidmatan Pelanggan **KAD SHELL** di:

Nama Pegawai : Rachel Wong
Alamat surat menyurat : Shell Malaysia Trading Sdn Bhd
Menara Shell, No. 211, Jalan Tun Sambanthan
50470 Kuala Lumpur
Nombot Telefon : 1300 22 8181
Nombor Faks : 1300 82 8283
E-mel : generalcardrequest-my@shell.com