

SHELL FUEL CARD
Terms & Conditions
1st June 2021

These terms and conditions govern the use of fuel cards issued by Shell. Unless otherwise agreed in writing between Shell and the Principal Cardholder, these Terms supersede any earlier terms and conditions issued by Shell and any terms and conditions which may be referred to by the Principal Cardholder.

1. Definitions

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

Additional Card Request Form	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	The Agreement with a Principal Cardholder for the supply of Cards, including any Application and these Terms, as may be amended from time to time.
Alerts	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 Agreement.
Applicant	The body corporate, partnership, group, firm or other person(s) applying for Cards, and any person who signs the Agreement.
Application	An application form and any documentation by Shell and signed by or on behalf of the Principal Cardholder, in which the Principal Cardholder seeks to enter an Agreement.
Associated Person	Any natural or legal person associated with 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	A person to whom the Principal Cardholder has provided a Card, including (for the avoidance of doubt), any Associated Person or its representative(s).
Business Day	Any day (except Saturdays and Sundays) on which commercial banks are generally open for business in Kuala Lumpur, Malaysia.
Card	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; or (iv) Wild Cards, which are Cards designated for use with any vehicle by any Authorised Cardholder.
Card and Service Charges	The fees or other charges as set out in the Agreement or other written correspondence, and as further described in Clause 7.
Cardholder	The Principal Cardholder and, where applicable, any Authorised Cardholder.
Card Scheme Participant	The service station retailer or such other retailer appointed by any member of the Shell Group and 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.

Change of Control	<p>Is when</p> <ul style="list-style-type: none"> 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.
Control	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.
Intellectual Property	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	The indoor payment terminal which is a mechanical/electrical device installed by Shell situated at the point of sale.
IPT Receipt	A document to evidence a transaction produced by an IPT.
Online Services	The facilities available through the Shell Website.
OPT	The outdoor payment terminal which is a mechanical/electronic device installed by Shell which is linked to the petrol pump to capture the data of each transaction.
OPT Receipt	A document to evidence a transaction produced by an OPT.
Password	Any password or code issued to a User by Shell for use in connection with Online Services.
Personal Data	Any information relating to an identified or identifiable individual, including through identification by means of online identifiers, device IDs, IP addresses or similar methods.
PIN	A Cardholder's personal identification number.
PIN Mailer	The document and any packaging used to deliver the PIN associated with any individual Card to the Cardholder.
Principal Cardholder	Any body, corporate, partnership, group, firm or other person(s) that has entered into an Agreement for the supply of Cards.
Purchase Category	<p>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:</p> <p>"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.</p>
Related Party	in relation to a party to a contract or agreement (a) its subsidiaries, directors or employees, contractors, agents; or (b) any other person or entity, including that party's affiliates (and its subsidiaries, employees or directors) when acting for or on behalf of a party to a contract or agreement or otherwise involved in the performance of the Agreement.
Restricted Jurisdiction	a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws applicable to the performance of this

	Agreement. As of the date of these Terms, Restricted Jurisdictions include Cuba, Crimea and Sevastopol, Iran, North Korea, Sudan and Syria.
Restricted Party	any individual, legal person, entity or organisation that is:- (i) resident, established or registered in a Restricted Jurisdiction; (ii) classified as a US Specially Designated National or otherwise subject to blocking sanctions under Trade Control Laws; (iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws), or acting on behalf of, persons, entities or organisations described in (i) or (ii); or (iv) a director, officer or employee of a legal person, entity or organisation described in (i) to (iii).
Sales Receipt	A receipt (manually or electronically produced) recording the delivery of Supplies to a Cardholder in a Card transaction.
Shell	Shell Malaysia Trading Sdn Bhd, whose business address is at Menara Shell, No.211, Jalan Tun Sambanthan, 50470 Kuala Lumpur, Malaysia.
Shell Group	Royal Dutch Shell plc and any company (including Shell) which is for the time being directly or indirectly controlled by Royal Dutch Shell plc
Shell Website	www.shell.com.my/shellcard or such other URL notified to the Principal Cardholder from time to time.
Supplies	Any goods or services which a Cardholder may obtain from Card Scheme Participants pursuant to this Agreement.
Trade Control Laws	Any laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the imports, export, re-export, transfer or otherwise trade of goods, services or technology, [anti-boycott legislation] and any other similar regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including those of the European Union, the United Kingdom, the United States of America or any government laws in relation to the above matters applicable to a party to the Agreement.
User	The Principal Cardholder, or a person for whom a User ID has been registered by Shell (including any Cardholder) and who is authorised by the Principal Cardholder to use the Online Services.
User ID	Any identification code given to a User by Shell for use in connection with the Online Services.
Velocity Limit	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	The validity period of the card as prescribed by Shell.

2. Acceptance

- 2.1 By signing an Agreement or by using any Card, the Principal Cardholder accepts its' terms on behalf of itself and any Associated Person.
- 2.3 In relation to Associated Persons, the Principal Cardholder represents and agrees that:
- (a) it is liable for any transactions made using Cards supplied to Associated Persons;
 - (b) it has the necessary authority to act on behalf of the Associated Persons;

- (c) it is entitled to disclose information about the Associated Persons and has any consent required to do so;
- (d) the authorized representatives of any Associated Person may access information relating itself in accordance with the provisions of Clause 12 below;
- (e) it will facilitate any credit assessment in relation to any Associated Person by obtaining their written consent in accordance with the procedures required by Shell;
- (f) it is aware (and has made any Associated Persons aware) that the information may create a link between Associated Persons at any credit reference agency, and that this link may 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); and
- (g) it 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 or 'resale' of Cards by the Principal Cardholder is not permitted.

2.5 Any 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**

Customer Due Diligence

3.1 The Agreement is subject to the Principal Cardholder satisfying a credit reference check and any other check reasonably required by Shell. Should the Principal Cardholder not satisfy such checks, the Agreement shall cease effect immediately following completion of such checks.

3.2 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 change to the details relating to it, its account and/or any Cardholder.

Account Set-up

3.3 Shell will set up the relevant customer account 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.

3.4 Shell may require any Applicant and/or Cardholder to:

- (a) activate a Card sent to a provided and verified address;
- (b) provide physical forms of identification or other documentation/confirmations; or
- (c) provide the name, address and other personal details of directors, shareholders, partners or other relevant person(s) for their identities to be verified.

PIN

3.5 The Principal Cardholder may specify any PIN via the Online Services; in which case the Principal Cardholder must ensure that:

- (a) a separate and appropriately secure PIN is set for each Card;
- (b) each PIN shall only be used by the relevant Cardholder;

- (c) any PIN shall not be disclosed to any other person; and
- (d) any PIN must be memorised by the Cardholder and must not be kept in any written form.

The Principal Cardholder is liable for any failure to comply with these requirements, including the use of any Card with a PIN by any person, authorised or unauthorised, prior to actual cancellation of a Card.

Additional Cards

3.6 All requests for additional Cards shall be made by a User:

- (a) via the Online Services; or
- (b) by submitting an Additional Card Request Form to the Customer Service Center at 1300-22-8181.

If an additional Card is requested, the Principal Cardholder may have to provide additional financial security. If the Principal Cardholder is unable to provide additional security Shell may decline such request.

Shell may at any time reject or not approve any application of an additional and/or replacement Card by the Principal Cardholder and the Principal Cardholder shall be notified accordingly.

Delivery of Cards

- 3.7 Any address for the delivery of Cards (and any PIN Mailers) which differ from any address stated in the Agreement must be confirmed by the Principal Cardholder via Online Services. Shell may require the Principal Cardholder to provide proof of trading from such address.
- 3.8 Replacement Cards will be sent to the Principal Cardholder's registered or principal address, as stated in the Agreement (or as updated by the Principal Cardholder by notice in writing to Shell).

4. Card Use

- 4.1 The Principal Cardholder shall ensure that Cards are only in the possession of and only used by Authorised Cardholders.
- 4.2 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.
- 4.3 Cards remain the property of Shell at all times and the Principal Cardholder shall promptly return any Card to Shell at Shell's request.
- 4.4 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;
 - (b) to obtain Supplies from a Card Scheme Participant;
 - (c) to obtain Supplies as defined by the Purchase Category of the Card and within the geographical and network restrictions of the Card;
 - (d) to obtain Supplies up to any Velocity Limit(s); and

- (e) if the Cardholder correctly inputs the PIN where required by the Card Scheme Participant.
- 4.5 The Principal Cardholder acknowledges that 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 Where a Cardholder intends to use a Card to purchase Supplies but 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.
- 4.10 Shell reserves the right to refuse any Card transaction from time to time for reasons connected with:
 - (a) Card or account security; or
 - (b) The creditworthiness of the Principal Cardholder; and
 - (c) The extent of any amount outstanding and unpaid by the Principal Cardholder to Shell

and Shell shall not be liable in any way for such refusal. Notwithstanding any Velocity Limit 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:

- (a) undertakes that Users are authorised to represent it;
 - (b) agrees that it is responsible for the safekeeping of Passwords and/or User IDs;
 - (c) will, and will ensure Users will, comply with any instructions Shell may issue regarding use of the Online Services, including security measures such as Password changes;
 - (d) shall (and shall ensure all Users shall) report any malfunction of the Online Services to Shell without delay; and
 - (e) 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, unless caused by Shell.
- 5.4 Shell may agree to a request by a User to alter a Password. The User may be required to pay a charge for such alteration.
- 5.5 Whilst Users may 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
 - (c) suspend the Online Services or deny any User access in the event of breach of the Agreement.

eRS Tool

- 5.7 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 of 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.

Advanced Controls Tool

- 5.8 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, Automatic Blocking of Cards and Principal Cardholder Liability

- 6.1 The Principal Cardholder shall immediately notify Shell if:

- (a) A Card is lost, stolen or misused;
- (b) A Card remains in the possession of a person who has ceased to be an Authorised Cardholder; or
- (c) The Principal Cardholder wishes to cancel a Card for any other reason.

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.com.

- 6.2 Where a Card is lost, stolen or misused, the Principal Cardholder shall:

- (a) provide Shell with all relevant information and take all reasonable steps to assist Shell to recover the relevant Card(s);
- (b) notify the police of any loss, theft or misuse and obtain a police report, a copy of which must be provided to Shell; and
- (c) ensure that any cancelled Card is destroyed if it remains in the possession of an Authorised Cardholder, 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 any Card or cancel or suspend 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.

6.5 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.

6.6 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:

(a) shall be lost or stolen or otherwise ceased to be in the possession of the Principal Cardholder or the relevant Cardholder; or

(b) is desired to be replaced for any other reason

the Principal Cardholder may request Shell to issue a replacement Card but Shell may 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 replacement fee as stated in Appendix 1.

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 in accordance with the terms of the Agreement.

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 payments for specific requests as stated in Appendix 1 to Shell, which may be amended by Shell from time to time, in so far as Shell is agreeable to meet with such request of the Principal Cardholder:

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.

8.3 In such circumstances, the Principal Cardholder agrees to receive electronic invoices instead of paper invoices. However, the Principal Cardholder may apply for an alternative method of invoicing and, in the event that Shell agrees, it may 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 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 30 days 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:

- (a) within the time period specified by Shell;
- (b) directly by the Principal Cardholder;
- (c) in the currency set out in the relevant invoice; and
- (d) unless agreed otherwise, 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.

In the event a due date falls on a day which is not a Business Day, any direct debit shall be performed on the Business Day immediately before that due date.

9.2 Payment shall be for 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 In the event Shell maintains a credit balance with the Principal Cardholder and such credit balance is (i) under RM10 and (ii) has lasted for more than sixty (60) consecutive days, the Principal Cardholder agrees that such sums shall be forfeited and Shell shall have no liability whatsoever therefrom.

9.4 In addition to Shell's right to terminate the Agreement, Shell reserves the right to charge a Late Payment Charge on any outstanding and unpaid sum, which is further specified in Appendix 1 of these Terms. Shell may also charge for compensation of any costs incurred for the recovery of any debt from you, including the costs of an appointment of a third party collection agency.

9.5 If there is any amount owed and outstanding beyond the payment, the Principal Cardholder agrees that Shell may disclose such information to a third party credit or collection agency.

9.6 Parties hereby agree that:

- (a) the receipt of the IPT/OPT Receipt from the Card Scheme Participant; or
- (b) the receipt of the data transmitted via the execution of the settlement function by the Card Scheme Participant

shall be conclusive for Shell to debit the account of the Principal Cardholder with the price of the Supplies, together with any purchase tax, customs, excise and other duties imposed before or after the date of the purchase.

10. **Security and Financial Limits**

- 10.1 Shell may call for any form of security in respect of Card transactions and any other sums due. 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 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 in accordance with the terms of the Agreement.
- 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. 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 based on its assessment of potential credit risks and shall notify the Principal Cardholder accordingly.
- 10.5 If any applicable limit is exceeded then:
- (a) The Principal Cardholder shall remain liable for all transactions taking place before the return of the Card or reporting the Card lost or stolen in accordance with Clause 6, 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 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 laws.
- 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 Privacy Statement for the use of the Shell Fuel 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 affecting any other rights and remedies, either party may terminate the Agreement by giving at least one month's prior written notice to the other party.

13.2 Further, either party may terminate this Agreement by giving notice at any time if:

- (a) the other party is in breach of the Agreement which is incapable of remedy;
- (b) the other party is in breach of the Agreement which is capable of remedy but was not remedied within 10 days of receipt of notice by the party not in breach;

- (c) the other party goes into or is likely to enter into receivership, administration 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 its obligations or meet its liabilities under the Agreement; or
- (d) any other circumstance arises which gives the relevant party a termination right under these Terms.

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

- (a) if Shell receives a credit reference which in the reasonable opinion of Shell is unsatisfactory;
- (b) if Shell, the Principal Cardholder, or any Associated Person(s), is subject to a Change of Control; or
- (c) if in Shell's reasonable opinion, 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; or
- (d) pursuant to Clause 28A.5.

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 at least 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:

- (a) the whole outstanding balance of the Principal Cardholder's account shall become due and payable in full to Shell;
- (b) the right of any Cardholder to use any Card shall cease immediately;
- (c) the Principal Cardholder shall destroy all of the Cards, which shall include cutting the magnetic stripe on the Cards; and
- (d) 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 liable for any use or misuse of the Cards until 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 any Card Scheme Participant or their employees, contractors or agents (including any refusal to provide Supplies).
- 15.3 Shell shall not 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 defective Supplies or otherwise or for any loss or damage arising therefrom, whether suffered by the Principal Cardholder or the relevant Cardholder or any third party.

16. Intellectual Property

- 16.1 Intellectual Property, including the following, shall remain the property of Shell Group members 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 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, 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 Unless stated otherwise, Shell may, acting reasonably and upon at least 30 days' notice to the Principal Cardholder, vary any of these Terms (including without limitation any terms contained in written correspondence) or impose new terms 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 Notice of any variation or change to the Terms may be carried out in any one of the following ways:
 - (a) by inserting the notice through Online Services;
 - (b) by courier or hand delivery to the Principal Cardholder;
 - (c) by inserting the notice in an invoice or account statement sent to the Cardholder; or
 - (d) by e-mail to the Principal Cardholder.
- 17.3 Any variation or change shall apply on an effective date specified by Shell. The Principal Cardholder may terminate the Agreement if the Principal Cardholder does not agree to any such variation or change. The use of any Card after the effective date of any variation to these Terms or any 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 provided that any assignment or transfer shall not prejudice the Principal Cardholder's rights 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 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 e-mails 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.

21.3 Any notice given by Shell is deemed received by the Principal Cardholder on the earlier of the following:

- (a) the date the notice is posted on Shell's website or through Online Services;
- (b) at the time of delivery, if delivered by hand or courier; or
- (c) immediately, if sent by facsimile, e-mail or other forms of instant communication.

21.4 All notices to the Principal Cardholder by Shell or solicitors acting for Shell may 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. 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.

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 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

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 If there is any inconsistency 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 Each party represents and warrants that, in connection with the Agreement and the business resulting therefrom, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery and anti-money laundering.

28.2 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.

28.3 Shell may terminate the Agreement immediately upon written notice to the Principal Cardholder, if in its reasonable judgment supported by credible evidence, the Principal Cardholder is in breach of any of the provisions of this Clause and has failed to provide information demonstrating such compliance. Nothing in the Agreement shall require a party to perform any part of the Agreement or take any actions if, by doing so, the party would not comply with anti-bribery or anti-money laundering laws.

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

28A. **Export Control**

28A.1 The Principal Cardholder confirms that it is knowledgeable about Trade Control Laws applicable to the Agreement including the lists of Restricted Parties. The Principal Cardholder shall comply with all applicable Trade Control Laws in the performance of the Agreement and in particular the Principal Cardholder undertakes that it shall not, and shall procure that its Related Parties shall not, do anything in connection with the performance of the Agreement which causes Shell to:

(a) be exposed to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws; or

(b) be in breach of any Trade Control Laws.

28A.2 The Principal Cardholder shall not, and shall ensure any Associated Persons do not, directly or indirectly export, re-export, transfer, divert, trade, ship, import, transport, store, sell, deliver or re-deliver any of the products provided by Shell or through any Card Scheme Participant to, or for end-use by, a Restricted Jurisdiction or a Restricted Party unless specifically authorised to do so in writing by Shell.

28A.3 The Principal Cardholder agrees to impose or require the imposition of the conditions set out in this Clause 28A on any direct or indirect resale of products provided by Shell or a Card Scheme Participant to the Principal Cardholder and any Associated Persons.

28A.4 Notwithstanding anything contrary herein, nothing in the agreement is intended, and nothing herein should be interpreted or construed, to induce or require Shell to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is inconsistent with, penalised or prohibited under Trade Control Laws or would otherwise expose Shell to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws.

This Clause shall survive expiration or termination of this Agreement.

28A.5 Shell shall not be obliged to perform any obligation under this Agreement, shall not be liable for damages or costs of any kind (including but not limited to penalties) for any delay or non-performance, and shall be entitled to suspend or terminate this Agreement with immediate effect, if Shell determines that:

(a) such performance would expose that party to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws and/or be in breach of any Trade Control Laws;

(b) the Principal Cardholder (or any Associated Person) has failed to comply with the requirements of this Clause 28A;

- (c) The Principal Cardholder or any Associated Person becomes a Restricted Party.

In the event Shell suspends any Card or terminates the Agreement pursuant to this Clause 28A, Shell shall not be liable to the Principal Cardholder and any Associated Person for any damages or losses for any delay or non-performance, except to refund any money paid for any products and were not delivered to the extent such refund is not inconsistent with Trade Control Laws.

- 28A.6 The Principal Cardholder shall indemnify Shell for any losses, liabilities (including but not limited to fines and penalties), damages, costs incurred by or claims or proceedings instituted against Shell arising from or in connection with the Principal Cardholder or its Related Parties' failure to comply with this Clause 28A.
- 28A.7 The Principal Cardholder shall furnish Shell with such documentation as Shell may require from time to time to determine or evidence the Principal Cardholder's compliance with this Clause 28A and that controls are in place which actively support such compliance.

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.

31. **Disclosure**

The Principal Cardholder authorizes Shell to disclose any information relating to the Principal Cardholder, any Associated Person, Authorized Cardholder, the Principal Cardholder's affairs and any accounts maintained by the Principal Cardholder with the Bank to:

- (a) Shell's agents, service providers, auditors, legal counsel and professional advisors;
- (b) Entities related to or associated with Shell, whether or not such entities are residing, incorporated or carrying on a business within or out of Malaysia;
- (c) Any person who has guaranteed or may guarantee or otherwise has provided security or may provide security for the use of the Card;
- (d) Any company, organization, institution, association, credit bureau, credit agencies, financial institution or other entity which may conduct a credit check on the Cardholder;
- (e) Bank Negara Malaysia and any other regulatory body or authority to whom Shell is required to make disclosures;
- (f) Any credit reporting agency, and for any of these credit reporting agencies to disclose your credit information to its subscribers; and

- (g) Any person who is assisting Shell in recovering any monies due from the Principal Cardholder;

for facilitating business, operations, facilities and services provided by Shell to the Principal Cardholder, as well as to:

- (a) Any third parties making enquiries with a view to entering into prospective transactions with Shell;
- (b) Any potential transferee or assignee with whom Shell is negotiating the transfer, assignment and novation of the rights or obligations under the Agreement; and
- (c) Any company or organization that shall assist or facilitate the processing and/or fulfilment of transactions or instructions that the Principal Cardholder has requested or given to Shell.

Appendix 1

Fees and Charges

Clause	Description	Fee or Charge
7.1	Card replacement	RM10
7.5	Account Statement copy	RM5
7.5	Delivery of Account Statement	RM10 for Peninsular Malaysia RM15 for East Malaysia
7.5	List of Information in relation to vehicles of Principal Cardholder	RM10
7.5	Copy of IPT/OPT Receipt	RM3 per copy
9.4	Late Payment Charge	1.0% per month on a daily rest basis, subject to a minimum of RM10, on the total outstanding sum at the relevant time.

Appendix 2

SHELL FLEET SOLUTIONS Supplementary Privacy Statement

This Privacy Statement supplements the Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com/privacy.html and in your location at <https://www.shell.com.my/business-customers/shell-fuel-card/your-shell-card-privacy-statement.html>

What does this supplementary Privacy Statement cover?

This supplementary Privacy Statement provides information about personal data which are collected and processed in connection with the services provided by Shell Fleet Solutions business including the Shell Fuel Card ('SHELL FLEET SOLUTIONS') as well as your visits to Shell websites related to the Shell Fleet Solutions Services including the Shell Fleets Hub. For all other interaction with a company or companies within the Shell group of companies ('Shell') please refer to the relevant privacy notice at www.shell.com/privacy.html and from the Shell website in your location.

Source of data

If you have not provided your personal data directly to Shell, Shell has obtained your personal data from your employing or contracting company or from your leasing or fleet management company.

What personal data do we process about you?

In addition to the personal data set out in the relevant privacy notice referred to above and depending on the exact services used by you and your company, Shell may process some or all of the following types of data:

- user ids, marketing and language preferences;
- Director's (and other associated persons') details including name and date of birth where these are required for trade compliance, anti-money laundering and anti-bribery and corruption purposes / credit checking;
- Transaction details including driver's name, card number, vehicle identifier, products purchased, date, time and location;
- CCTV images at Shell Retail locations for safety, security, fraud management and operational purposes;

Who is responsible for any personal data collected?

Your local Shell Fleet Solutions contracting company: 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 and affiliated companies within the Shell group of companies.

For what purposes do we process your personal data?

As well as the purposes set out in the relevant privacy notice referred to above Personal Data supplied by a customer to apply to use the **SHELL FLEET SOLUTIONS SERVICES** and/or collected through the use of **SHELL FLEET SOLUTIONS SERVICES**, will be processed for the purposes of;

- processing the application;

- establishing a cardholder's identity if requested by your employing or contracting company;
- completing credit checks in relation to key individuals per customer such as company directors. We do not credit check each individual cardholder;
- operating the account(s) and facilitating access to and use of the online services relating to the **SHELL FLEET SOLUTIONS SERVICES**;
- assessing and/or reviewing the card status and/or purchase record of the Shell Fuel Card on an ongoing basis;
- monitoring volume and spend information;
- registration for other related services and different payment methods (e.g. mobile payments via the Shell App); and/or
- for safety and security reasons, in particular, to protect the personnel and assets of Shell and its customers and to protect our customers when using products with special handling requirements

Additional information for users of Telematics services

If your vehicle is fitted with a Shell issued telematics device, Shell may also collect information about:

- your vehicle's location which can be used to calculate e.g. vehicle speed, route taken;
- whether the vehicle is stopped;
- your vehicle's acceleration, deceleration (braking) and cornering;
- whether the seat belt is used;
- information from your vehicle's engine (e.g. engine speed), electrical system (e.g. battery voltage) and warning system (e.g. engine warning light on);
- vehicle refuelling or charging.

Shell may use these data in combination with other data we hold about you, e.g. fuel card transactions, to provide analysis requested by your employing or engaging company to better understand driving style, safety, vehicle performance and routing information.

Communication and Marketing

You may receive offers on behalf of the relevant business customer. On all occasions you or your company's authorised representative will be given the opportunity to use the unsubscribe functionality through the different digital channels we use to interact with you. For more information please refer to the Privacy Notice - Business Customers, Suppliers and Business Partners mentioned above.

Credit Checks

When processing an application and during the term of any **SHELL FLEET SOLUTIONS SERVICES** agreement, we may assess the creditworthiness of the company/business applying, as well as that of key individual(s) associated with that business e.g. company directors. We use authorized third party credit checking agencies for this purpose who will use credit scoring or other automated decision-making processes; and records held by credit reference agencies. If you have any queries, please refer to the Contact Details section below.

Who will we share your personal data with?

In addition to the categories of recipients set out in the relevant privacy notice referred to above your personal data may be shared with:

- the company (that is the **SHELL FLEET SOLUTIONS** customer) which ordered the **SHELL FLEET SOLUTIONS** on your behalf;
- the participants involved in providing the **SHELL FLEET SOLUTIONS**, such as the retailers, authorised toll service providers and/or any other company that is permitted to supply products and/or services to **SHELL FLEET SOLUTIONS** users;
- credit reference, screening and/or fraud prevention agencies as well as referees, guarantors or other persons providing references or security in relation to your business's obligations;

- customer's third party partners - in the event your company has chosen to work with a third party service provider (e.g. fleet management companies, leasing companies), for the purpose of enabling the third party to provide the services you require (e.g. management information, consolidated invoicing).

How long do we hold your personal data for?

Shell will only hold your personal data for as long as is necessary to meet business, legal or fiscal requirements.

- Personal data contained in invoices, transaction files, correspondence with customers and requests to issue new fuel cards - 10 years;
- Contracts (which contain contact details) - the life of the contract plus 20 years;
- Other contact data and cardholder data – life of contract plus 4 years;
- Telematics data – 3 years

Who can you contact if you have a query, concern or complaint about your personal data?

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 : generalcardrequests-my@shell.com

Changes to this supplementary Privacy Statement

This supplementary Privacy Statement and the Privacy Notice - Business Customers, Suppliers and Business Partners may change over time. This supplementary Privacy Statement was last updated in June 2020.

Kenyataan Privasi ini adalah tambahan kepada Notis Privasi – Pelanggan Perniagaan, Pembekal dan Rakan Niaga yang tersedia di www.shell.com/privacy.html dan di laman web Shell tempatan anda <https://www.shell.com.my/business-customers/shell-fuel-card/your-shell-card-privacy-statement.html>

Apakah yang diliputi oleh Kenyataan Privasi Tambahan ini?

Kenyataan Privasi Tambahan ini menyediakan maklumat mengenai data peribadi yang dikumpul dan diproses berhubung dengan perkhidmatan yang ditawarkan oleh Shell Fleet Solutions termasuk Kad Shell ('SHELL FLEET SOLUTIONS') serta lawatan anda ke laman web Shell yang berkaitan dengan perkhidmatan Shell Fleet Solutions termasuk Shell Fleet Hub. Untuk semua interaksi lain dengan syarikat-syarikat dibawah kumpulan Shell ('Shell'), sila rujuk kepada notis privasi yang berkenaan di www.shell.com/privacy.html dan dari laman web Shell tempatan anda.

Sumber data

Jika anda tidak mendedahkan data peribadi anda kepada Shell, Shell telah memperolehi data peribadi anda dari syarikat penggajian atau syarikat yang mengkontrak anda atau dari syarikat pengurusan pajakan atau syarikat pengurusan kenderaan anda.

Apakah data peribadi yang kami proses tentang anda?

Sebagai tambahan kepada data peribadi yang dinyatakan di dalam notis privasi di atas, dan bergantung kepada perkhidmatan yang digunakan oleh anda atau syarikat anda, Shell mungkin memproses beberapa atau semua jenis data berikut seperti:

- ID pengguna, pilihan pemasaran dan bahasa;
- Butiran Pengarah (dan orang lain yang berkaitan) termasuk nama dan tarikh lahir yang diperlukan untuk pematuhan perdagangan, penecegahan pengubahan wang haram dan tujuan anti-rasuah dan pemeriksaan kredit;
- Butiran transaksi termasuk nama pemandu, nombor kad, pengecam kenderaan, produk yang dibeli, tarikh, masa dan lokasi;
- Imej CCTV di lokasi kedai runcit Shell untuk tujuan keselamatan, sekuriti, pengurusan penipuan dan operasi

Siapakah yang bertanggungjawab untuk sebarang data peribadi yang dikumpul?

Syarikat Shell Fleet Solutions tempatan anda: EuroShell Cards B.V dengan kerjasama syarikat Kad 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 anda dan syarikat-syarikat dalam kumpulan Shell.

Untuk tujuan apakah kami memproses data peribadi anda?

Selain daripada tujuan yang dinyatakan dalam notis privasi yang dirujuk di atas Data Peribadi yang diberi oleh pelanggan untuk permohonan penggunaan PERKHIDMATAN SHELL FLEET SOLUTIONS

dan/atau dikumpul melalui penggunaan PERKHIDMATAN SHELL FLEET SOLUTIONS, akan diproses untuk tujuan-tujuan berikut:

- memproses permohonan;
- menubuhkan atau memastikan identiti pemegang kad jika diminta oleh syarikat penggajian atau syarikat yang mengkontrak anda;
- menyelesaikan pemeriksaan kredit berhubung dengan individu utama bagi setiap pelanggan seperti pengarah syarikat. Kami tidak memeriksa kredit setiap pemegang kad individu;
- mengendalikan akaun dan mempermudah akses untuk penggunaan perkhidmatan atas talian berkaitan dengan **PERKHIDMATAN SHELL FLEET SOLUTIONS**;
- menilai dan/atau mengkaji status kad dan/atau rekod pembelian Kad Shell secara berterusan;
- memantau maklumat kuantiti dan pembelajaan;
- pendaftaran untuk perkhidmatan lain yang berkaitan dengan kaedah pembayaran yang berbeza (cth. pembayaran mudah alih melalui aplikasi Shell); dan/atau
- untuk keselamatan and sekuriti, khususnya untuk melindungi kakitangan dan aset Shell dan pelanggan kami ketika menggunakan produk yang memerlukan pengendalian khas

Maklumat tambahan untuk pengguna perkhidmatan Telematik

Jika kenderaan anda dilengkapi dengan peranti Telematik yang dibekalkan oleh Shell, Shell juga boleh mengumpul maklumat mengenai:

- lokasi kenderaan anda yang boleh digunakan untuk mengira cth. kelajuan kenderaan, laluan yang diambil;
- sama ada kenderaan dihenti;
- pecutan kenderaan anda, deceleration (brek) dan selekohan;
- sama ada tali pinggang keledar digunakan;
- maklumat daripada enjin kenderaan anda (cth. kelajuan enjin), system elektrik (cth. voltan bateri) dan system amaran (cth. lampu amaran enjin);
- Pengisian minyak atau mengecas kenderaan

Shell mungkin menggunakan data ini dalam kombinasi dengan data lain yang kami mempunyai mengenai anda, contohnya transaksi Kad Shell, untuk menyediakan analisis yang diminta oleh syarikat penggajian atau syarikat yang mengkontrak anda untuk lebih memahami gaya pemanduan, keselamatan, prestasi kenderaan dan maklumat penghalaan.

Komunikasi dan Pemasaran

Anda mungkin menerima tawaran daripada pihak pelanggan perniagaan yang berkaitan. Walaubagaimana pun, anda atau wakil syarikat anda yang diberi kuasa akan diberi peluang untuk berhenti melanggan melalui pelbagai saluran digital yang kami gunakan untuk berinteraksi dengan anda. Untuk maklumat lanjut, sila rujuk kepada Notis Privasi - Pelanggan Perniagaan, Pembekal dan Rakan Niaga yang disebutkan di atas.

Pemeriksaan Kredit

Dalam proses permohonan dan dalam tempoh mana-mana perjanjian PERKHIDMATAN SHELL FLEET SOLUTIONS, kami boleh menilai kebolehan kredit syarikat/perniagaan pemohon, serta individu-individu utama yang berkaitan dengan perniagaan itu contohnya pengarah syarikat. Kami menggunakan agensi pemeriksaan kredit pihak ketiga yang diberi kuasa untuk menggunakan pemarkahan kredit atau pembuatan

keputusan automatik yang lain; dan rekod-rekod yang disimpan oleh agensi-agensi rujukan kredit. Jika anda mempunyai sebarang pertanyaan, sila rujuk bahagian Butiran Perhubungan di bawah.

Siapakah yang akan kami kongsi data peribadi anda?

Sebagai tambahan kepada kategori penerima yang dinyatakan dalam notis privasi yang dirujuk di atas data peribadi anda mungkin dikongsi dengan:

- syarikat (iaitu pelanggan **SHELL FLEET SOLUTIONS**) yang mengarahkan **SHELL FLEET SOLUTIONS** bagi pihak anda;
- peserta yang terlibat dalam menyediakan perkhidmatan **SHELL FLEET SOLUTIONS**, seperti peruncit, penyedia perkhidmatan tol yang diberi kuasa dan/atau mana-mana syarikat lain yang dibenarkan untuk membekalkan produk dan/atau perkhidmatan kepada pengguna **SHELL FLEET SOLUTIONS**;
- rujukan kredit, saringan dan/atau agensi pencegahan penipuan serta pengadil, penjamin atau orang lain yang menyediakan rujukan atau sekuriti berhubung dengan tanggungjawab perniagaan anda;
- rakan kongsi pihak ketiga pelanggan - sekiranya syarikat anda memilih untuk bekerjasama dengan pembekal perkhidmatan pihak ketiga (cth. syarikat pengurusan kenderaan, syarikat pajakan), untuk tujuan membolehkan pihak ketiga menyediakan perkhidmatan yang anda perlukan (cth. Pengurusan maklumat, invois gabungan).

Berapa lamakah kami memegang data peribadi anda?

Shell hanya akan memegang data peribadi anda selagi perlu untuk memenuhi keperluan perniagaan, undang-undang atau fiskal.

- Data peribadi yang terkandung dalam invois, fail transaksi, surat-menyurat dengan pelanggan dan permintaan untuk mengeluarkan Kad Shell - 10 tahun;
- Kontrak (yang mengandungi butiran hubungan) - hayat kontrak ditambah 20 tahun;
- Data hubungan lain dan data pemegang kad – hayat kontrak ditambah 4 tahun;
- Data telematik – 3 tahun

Who can you contact if you have a query, concern or complaint about your personal data?

Sekiranya anda mempunyai sebarang pertanyaan mengenai notis ini, ingin mengemukakan apa-apa aduan atau meminta akses kepada data peribadi anda, sila hubungi wakil Shell di bawah melalui telefon, faks, pos berdaftar atau e-mel. Mana-mana permintaan akses tertakluk kepada yuran dan peruntukan yang terpakai dalam Akta dan/atau peraturan-peraturannya. Shell berhak menolak untuk memproses sebarang permintaan yang tidak lengkap, tidak praktikal dan/atau tidak dibuat dengan suci hati.

Anda boleh hubungi:

Wakil Hubungan : Rachel Wong

Alamat Pos : Shell Malaysia Trading Sdn Bhd

Menara Shell, No. 211, Jalan Tun Sambanthan

50470 Kuala Lumpur

Nombor Telefon : 1300 22 8181

Nombor Faks : 1300 82 8283

Alamat E-mel : generalcardrequests-my@shell.com

Perubahan kepada Kenyataan Privasi Tambahan ini

Kenyataan Privasi Tambahan dan Notis Privasi - Pelanggan Perniagaan, Pembekal dan Rakan Niaga ini boleh berubah dari semasa ke semasa. Kenyataan Privasi Tambahan ini telah dikemaskini pada Jun 2020.