



Shell Card Application

The smarter way to fuel your business



Section 1: Applicant Details

Registered Company Name _____ No. of Years Trading _____

Trading as _____ ABN _____

Parent Company Name (if applicable) _____

Company Name to go on Shell Card (max 21 characters) _____

Trading Address cannot be a Post Office Box No. _____ Postcode _____

Postal Address enter 'As Above' if same as Trading address _____ Postcode _____

Phone _____ Facsimile _____ Mobile _____

Main Business Activity _____

Name of Financial Controller _____ Contact Number _____

Details of other accounts with Shell _____

Fleet Manager's Name _____ No. of Vehicles _____ ESTIMATE TOTAL FUEL PURCHASES PER MONTH \$ _____
(if more than \$5000 please provide financials)

Contact Number _____ Email _____

Business Type (Please tick) Company Sole Trader Local Government State Government Federal Government Trust Incorporated Body Partnership Other

Section 2: Compulsory Direct Debit

Name and Address of Financial Institution at which your account is held _____

Company, Surname or Business name of account which is to be debited _____

Account Type _____ BSB Number - Account Number

I/We acknowledge that this direct debit arrangement is governed by the terms of the Client Service Agreement which is incorporated in the Shell Card Terms and Conditions of Use.

Signature X _____ Position _____ Date / / _____

Signature X _____ Position _____ Date / / _____

(If bank account is in joint names all signatories are required to sign this Application).

Section 3: Shell Card Pricing, Invoicing and Reporting

Pricing: The price for Motor Fuels and Shell LPG (as defined in the Shell Card Terms and Conditions of Use) will be the Retailer's pump price applicable at the time of the transaction (converted to a GST exclusive amount) less any agreed discount (exclusive of GST). GST is then added to the final amount. The Retailer (not Shell) sets the pump price. This pricing for Motor Fuels and Shell LPG applies in place of the pricing described in clauses 15.1 and 15.2 of the Shell Card Terms and Conditions of Use.

1. Payment Terms Weekly Invoice 7 day payment terms OR Fortnightly Invoice 14 day payment terms OR Monthly Invoice 21 day payment terms

2. Invoice Method (a) eInvoice (Adobe PDF format)- must select 3a or 3b OR Paper Invoice (Fees apply)

3. Transaction Report Options (a) eInvoice (Adobe PDF format) OR (b) eFile (Excel format)

4. Smart Reports (Fees apply) Smart Alerts Fuel Management Summary

Contact Name and Title _____

Email Address (User 1) _____

Contact Name and Title _____

Email Address (User 2) _____

In consideration of the acceptance of this application by The Shell Company of Australia Limited ('Shell'), and being duly authorised to do so, the Account holder ('we') have read, understood and agree to be bound to the terms and conditions governing Shell Card Online as detailed in this application.

Signature X _____ Position _____ Date / / _____

Section 4: Guarantee and Indemnity

This Guarantee and Indemnity makes me liable for all monies owing by the Accountholder to Shell under the Shell Card Terms and Conditions of Use or any other agreement between Shell and the Accountholder.

Shell recommends that I seek independent legal and financial advice before signing this Guarantee and Indemnity. I acknowledge having read and agreed to the effect of this Guarantee and Indemnity.

I agree that if Shell approves the application for the payment facility in the Shell Card application, this Guarantee and Indemnity will remain in force until the payment facility covered by the application ceases. I consent to any credit report concerning us being made available to Shell for the purposes of assessing this application for a Shell Card. I authorise Shell to use that report or any information derived from that report in assessing this application and for any purposes permitted under the Privacy Act 1988. Further, I authorise Shell to make additional checks that Shell sees fit to continue the credit assessment.

I/We the directors, soletrader or partners referred to as the Guarantor(s) in this Guarantee and (where this Guarantee and Indemnity is signed by more than one person each of us is bound by it separately and we are also bound jointly) agree as follows:

1. The Guarantors unconditionally and irrevocably guarantee to Shell.
 - (a) punctual payment of all sums of money, interest and damages now or in the future owing, (actually or contingently) by the Accountholder to Shell.
 - (b) punctual performance and observance of all the Accountholder's obligations to Shell including obligations arising under the Shell Card Terms and Conditions of Use (the "Guaranteed Obligations").
2. The Guarantors irrevocably indemnify Shell against all liability, damage, loss and expense which it incurs now or in the future because the Accountholder does not meet its Guaranteed Obligations.
3. This document is a continuing guarantee for the whole of the Guaranteed Obligations, and the Guarantor's obligations (as guarantor, indemnifier or otherwise) and rights will not be affected in whole or in part by anything which might abrogate, prejudice or limit them or the effectiveness of this Guarantee and Indemnity, including without limitation, any of the following:
 - (a) any release, termination, variation or assignment of the Guaranteed Obligations;
 - (b) the Shell Card Terms and Conditions of Use being void, avoidable or otherwise unenforceable by Shell in accordance with its terms or Shell being stopped from receiving the performance and observance of the Guaranteed Obligations from the Accountholder;
 - (c) the granting of any forbearance, time or other indulgence to or the making of any composition or arrangement with or the discharge or release of any Guarantor or the Accountholder;
 - (d) the failure by any director of the Accountholder or any other person intended to be a guarantor to sign or otherwise become bound by this Guarantee and Indemnity;
 - (e) the death, administration or mental illness of any Guarantor;
- (f) the fact that no demand for the performance or observance of the Guaranteed Obligations has been made on a Guarantor or the Accountholder; and
- (g) any act or omission of Shell which prejudices a Guarantor.
4. The Guarantor's obligations under this Guarantee and Indemnity are primary obligations. Shell is not obliged to proceed against or enforce any other security or any other right against Accountholder or demand payment from Accountholder before it is entitled to enforce the Guaranteed Obligations.
5. The Guarantors will indemnify Shell and pay to Shell on demand any and all expenses incurred by Shell in relation to any enforcement of this Guarantee and Indemnity or the Shell Card Terms and Conditions of Use including legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on Shell's behalf in respect of any recovery or attempted recovery of any amount due by me/us or the Accountholder to Shell.
6. A certificate by Shell relating to this Guarantee and Indemnity is, in the absence of manifest error, is prima facie evidence of the indebtedness of the Accountholder for which the Guarantors are liable pursuant to the provisions of this Guarantee and Indemnity.
7. Any demand or notice under this Guarantee and Indemnity may be signed by Shell or on behalf of Shell by an attorney, director, secretary, manager or officer of Shell or Shell's solicitors and without prejudice to any other lawful mode of service, may be served by delivering it to a Guarantor at the address set out in this Guarantee and Indemnity or by posting it to that address or the Guarantor's residence or place of business last known to Shell. If posted, a notice or demand will be deemed to have been served on the day following the date of posting.
8. If a Guarantor resigns as a director of the Accountholder, the Guarantor must deliver to Shell a copy of the relevant notice filed with the Australian Securities and Investments Commission. The Guarantor shall remain a Guarantor unless Shell in its absolute discretion elects to release that Guarantor from any future liability under this Guarantee and Indemnity.
9. No Guarantor will be entitled to set off any amount due from Shell to the Accountholder in diminution of the Guaranteed Obligations.
10. Each Guarantor acknowledges that they have been given the opportunity by Shell to seek independent legal and financial, advice prior to executing this Guarantee and Indemnity.
11. If payment of any amount owing by me/us to Shell is not made by the due date the Guarantors agree to pay on demand simple interest on the amount due at a rate equal to the rate prescribed as at the due date under the Penalty Interest Rates Act 1984 (Victoria) calculated daily by Shell on the principal amount due, payable from the due date.
12. This Guarantee and Indemnity shall be governed by and interpreted in accordance with the laws of Victoria. I/We irrevocably submit to the jurisdiction of the Courts of Victoria.

Guarantor 1

Full Name	Date	/	/	
Private Address				
Postcode				
Years at Address	Drivers Licence No.	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone ()	Date of Birth	/	/	
Guarantor's Signature X	Date	/	/	
Witness' Signature X	Date	/	/	
Private Address				
Postcode				
Full Name of Witness				

Guarantor 2

Full Name	Date	/	/	
Private Address				
Postcode				
Years at Address	Drivers Licence No.	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone ()	Date of Birth	/	/	
Guarantor's Signature X	Date	/	/	
Witness' Signature X	Date	/	/	
Private Address				
Postcode				
Full Name of Witness				

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NOTE: witnesses must not be a director of the company and must be over 18 years old.

COMPANY: If more than two directors, please photocopy the whole page of this Guarantee and Indemnity and obtain the additional signatures and attach to the Application.

SOLE TRADER: The owner/operator to sign this Guarantee and Indemnity.

PARTNERSHIP: All partners are required to sign this Guarantee and Indemnity.

INCORPORATED BODY: Please provide a copy of the Certificate of Incorporation and list of committee members.

TRUST: The parties listed on the Trust Deed are required to sign this Guarantee and Indemnity. Please provide a copy of the Trust Deed.

Section 5: Declaration of Purpose and Privacy

By applying to 'Shell' for a Shell Card, the Accountholder ('we') will be providing personal information to Shell. We acknowledge that this personal information, and any other personal information Shell collects, or has collected about us ("personal information") will be used by Shell to enable it to assess our application for a Shell Card, and if our application is approved, for the subsequent administration of the Shell Card. We consent to Shell using and disclosing our personal information for this purpose and acknowledge that without this information Shell may be unable to process or accept our application or administer the Shell Card.

We consent to Shell (and any of its Australian and overseas related bodies corporate) using or disclosing our personal information for each of the following additional purposes:

- performing administrative tasks and managing business operations;
- telling me about products or services of Shell, Shell Direct businesses and other organisations; and
- product development and research.

We understand that Shell may disclose our personal information, to:

- its related bodies corporate;
- other organisations that are branded with Shell trademarks (i.e. Shell Direct businesses and Shell franchisees);
- credit reporting agencies and credit providers;
- organisations providing processing and other support functions to credit providers;
- service providers (including delivery companies, mail houses and debt collectors);
- any programme managers, bonus partners and rewards suppliers involved in any loyalty program associated with either Shell or Shell Card; and
- other organisations to which Shell is required by law, or authorised by us, to disclose our personal information;

and subject to the Privacy Act 1988, we consent to the disclosure, use and transfer of our personal information between these organisations, which may be overseas, but only for use in connection with any of the purposes that Shell are authorised to use our personal information.

Subject to the Privacy Act 1988, we acknowledge that we may have access to our personal information collected and held by Shell (and its related bodies corporate). We acknowledge that we can enquire as to the

organisations to which Shell discloses our personal information and may contact Shell for access to our personal information held by Shell by contacting:

By email: general-enquiries-au@shell.com
In writing: Shell Card Privacy Officer, GPO Box 872K,
Melbourne Vic 3001
Telephone: 131618

We authorise Shell to make any enquiries (including obtaining a credit report) concerning our creditworthiness or as to the accuracy of the information provided in this application. We consent to any credit report concerning us being made available to Shell for the purposes of assessing this application for a Shell Card. We authorise Shell to use that report or any information derived from that report in assessing this application and for any purposes permitted under the Privacy Act 1988. Further, we authorise Shell to make additional checks that Shell sees fit to continue the credit assessment.

We agree that if we nominate an additional cardholder we will first ensure that the cardholder has seen this Privacy Declaration and understood its contents, and has agreed to their personal information being collected, used or disclosed by Shell and its related bodies corporate in the same manner that our personal information may be collected, used and disclosed in accordance with our consent under this Privacy Declaration.

Acceptance of Terms and Conditions and Privacy Act Declaration

By signing this application, we acknowledge having read and agreed to this Privacy Declaration including the uses and disclosures of personal information about us. We have read, understood and agree to be bound by the Shell Card Terms and Conditions of Use. We warrant that the information given in this application form is true and correct and that we have the authority to sign this application for and on behalf of the business described in Applicant Details. Where this application is signed by more than one person, each of us is bound by it separately and we are also bound jointly.

We declare that the credit provided to us by Shell is to be applied wholly or predominantly for either business or investment purposes. Importantly, we acknowledge that by signing this application, we may lose protection under the Consumer Credit Code.

Applicant's Signature	X	Position	Date	/	/
Applicant's Signature	X	Position	Date	/	/

Opt out of Commercial Marketing Material

This form may contain personal information about one or more individuals. We understand that Shell may use that personal information to inform us about other products, services, offers and discounts in relation to our Shell Card account. A cross (x) in the box indicates that we do not want our information to be used for this purpose.

Opt out of Shell Card marketing material

PLEASE RETURN COMPLETED APPLICATIONS TO:

The Shell Company of Australia Limited
P.O. Box 872K, Melbourne, Victoria 3001
Attention: Shell Card Business Consultants

Section 6: Shell Card Terms and Conditions of Use

August 2006

1. Acceptance of Terms and Conditions

The Accountholder acknowledges acceptance of these Terms and Conditions upon first use of a Shell Card.

2. Definitions and Interpretation

In these Terms and Conditions unless the context otherwise requires:

"Accountholder" means the partnership, firm, body corporate or other person named in the Application to which Shell Cards are issued.

"Application" means the application form and any related documentation signed for or on behalf of the Accountholder.

"Authorised User" means persons authorised by the Accountholder to use the Accountholder's Shell Cards and is deemed to be an agent of the Accountholder.

"Car Washes" means car washes provided at Nominated Premises.

"Diesel Shell Card" means a Nominated Vehicle Shell Card which is identified as being for the purchase of automotive diesel fuel and lubricants only.

"Motor Fuels" means unleaded, Unleaded 95, premium unleaded, Optimax, Optimax Extreme and diesel fuel, together with other motor fuels nominated by Shell as available on the Accountholder's Shell Card at Nominated Premises.

"Nominated Premises" means premises nominated by Shell from time to time as Shell Card merchants.

"Nominated Vehicle" means a vehicle nominated by the Accountholder for a Shell Card in the card order form in the Application or by the Accountholder in writing.

"Nominated Vehicle Shell Card" means a Shell Card for use with a Nominated Vehicle, the details of which are recorded on the Shell Card including the Vehicle Identification Number, a description of the vehicle, the Accountholder's name and the Shell identifying number.

"Non-Shell LPG" means automotive LPG, other than Shell LPG.

"Other Goods and Services" means products and services other than Motor Fuels, Shell LPG, Shell Oil, Car Washes and Non-Shell LPG nominated by Shell as available on the Accountholder's Shell Card at Nominated Premises.

"Personal Information" has the meaning given in the Privacy Act 1988 (Cth).

"Personal Shell Card" means a Shell Card for use by a specified person whose details are recorded on the Shell Card together with the Shell identifying number, the Authorised User's name and signature and the Accountholder's name.

"PIN" means personal identification number.

"Product" means Motor Fuels, Shell LPG, Non-Shell LPG, Car Washes, Shell Oil and Other Goods and Services.

"Residual Value" means the value remaining on a Value Limited Shell Card immediately prior to a particular purchase of Product.

"Residual Volume" means the volume remaining on a Volume Limited Shell Card immediately prior to a particular purchase of Motor Fuels, Shell LPG or Non-Shell LPG.

"Shell" means The Shell Company of Australia Limited (ABN 46 004 610 459).

"Shell Card" means all Shell Cards (including, without limitation, Nominated Vehicle Shell Cards, Personal Shell Cards, Diesel Shell Cards, Value Limited Shell Cards and Volume Limited Shell Cards) issued to the Accountholder by Shell.

"Shell Card SCD Posted Price" means the Shell price of Motor Fuels updated *daily* on the web page at www.shell.com.au.

"Shell Gas List Price" means the Shell Autogas price of Shell LPG updated *monthly* by Shell.

"Shell LPG" means automotive LPG sold at the Nominated Premises under the Shell "AutoGas" brand.

"Shell Oil" means anti-valve seat recession additive and any Shell branded vehicle lubricant sold at Nominated Premises for vehicle use including automotive oil, automotive brake fluid, automatic transmission fluid, engine coolant and engine anti-freeze.

"Terms and Conditions" means these Shell Card Terms and Conditions of Use as amended from time to time and the Accountholder's Application, together with any other terms relating to the Shell Card scheme contained in written correspondence from Shell.

"Value Limited Shell Card" means a Shell Card with a predetermined value limit set by Shell.

"Vehicle Identification Number" means the vehicle registration number or any other number requested by the Accountholder and agreed to by Shell.

"Volume Limited Shell Card" means a Shell Card with a predetermined volume limit set by Shell, which limit applies to the purchase of Motor Fuels, Shell LPG and Non-Shell LPG.

Unless the context requires otherwise singular words include plural and vice versa, person includes a company and vice versa. Headings are for convenience only. All references to money are to Australian currency.

3. Shell Card

If Shell accepts the Accountholder's Application, Shell may issue a Shell Card to the Accountholder for each:

- (a) Nominated Vehicle; or
- (b) Authorised User,

to obtain Product at Nominated Premises. However Shell may elect, at any time in its absolute discretion, not to issue a Shell Card or a particular type of Shell Card to a Nominated Vehicle or Authorised User.

Each Shell Card issued will be embossed with the Accountholder's name and Shell identifying number.

4. Supply of Product

(a) If a valid Shell Card is presented, supplies of Product will be made to the Accountholder at Nominated Premises, subject to any transaction limits set by Shell from time to time. To the extent permitted by law, Shell will not be liable in respect of any loss or damage suffered by the Accountholder howsoever arising under or pursuant to these Terms and Conditions (whether by negligence or otherwise), including arising out of or associated with the supply of Products, and in respect of any liability which cannot be excluded such liability shall be discharged by Shell either:

- (i) re-supplying the Product; or
- (ii) supplying an equivalent Product, or paying for the costs thereof (at Shell's option).

(b) Shell will not be liable for a failure or delay in delivering Product or in complying with these Terms and Conditions, if that failure or delay is due to:

- (i) a strike or other industrial action, compliance with a government request, any actions taken by Shell or its employees, agents or contractors in response to public health concerns (including health epidemics or pandemics), a shortage of supply, or any event beyond its reasonable control; or
- (ii) the inability or refusal of the operator of the Nominated Premises to supply the Product requirements of the Accountholder for any reason.

The supply of Motor Fuels, Shell LPG or Non-Shell LPG on Shell Card must be into the tank of the Nominated Vehicle (or road vehicle, in the case of a Personal Shell Card).

5. Accountholder's Purchases

(a) When using a Shell Card the Accountholder is deemed to purchase the Products from Shell. Property in Motor Fuels, Shell LPG and Non-Shell LPG purchased on Shell Card will pass to the Accountholder immediately prior to the product passing into the storage tank of the relevant vehicle. Property in any other Product purchased on Shell Card will pass to the Accountholder upon the completion of the transaction processing the Shell Card at the Nominated Premises.

(b) It is a condition of use of a Shell Card that the Accountholder purchases Products to the value of not less than \$250 per month. Where the value of Products purchased in a particular month is less than this amount, a fee may be applied.

6. Card Use

Unless Shell has received the Accountholder's notification in writing of loss, theft or possible unauthorised use of a Shell Card, the Accountholder authorises Shell to debit the Accountholder's Shell Card account with every purchase of Products made by a person presenting a Shell Card at the Nominated Premises to whom the Products were supplied. It is the obligation of the Accountholder to collect and retain sales vouchers issued at the time Products are purchased.

7. Nominated Vehicles

The Accountholder acknowledges that Nominated Vehicle Shell Cards are issued as a management tool and do not provide additional security. The Accountholder will be liable to Shell for all transactions made with a Nominated Vehicle Shell Card, including where the transaction is in respect of a vehicle other than that identified on the Shell Card. It is the responsibility of the Accountholder to ensure that the Nominated Vehicle Shell Card presented by the person refuelling is valid for use by the person presenting the card and for use for the vehicle in question.

8. Authorised User

The Authorised User of a Personal Shell Card whose signature appears on the reverse of the Shell Card is the only person permitted to use that Personal Shell Card and sign the sales voucher for that transaction.

9. PIN

If the Authorised User is issued a PIN with a Shell Card the Authorised User will use the PIN when using the Shell Card at Nominated Premises. The PIN shall be used by the Authorised User to whom it is supplied and shall not be disclosed directly or indirectly to any other person.

Section 6: Shell Card Terms and Conditions of Use (Continued...)

10. Unauthorised User

Except as otherwise expressly stated in these Terms and Conditions, the Accountholder will be liable to Shell for all Shell Card transactions processed on the Accountholder's Shell Card(s), including, without limitation, where, in respect of a Personal Shell Card, a transaction is processed in circumstances where the Authorised User is not the person presenting the Shell Card. The Accountholder shall ensure that Authorised User(s) complies with these Terms and Conditions.

11. Property

All Shell Cards remain the property of Shell. The Accountholder must immediately return all Shell Cards that are no longer used, or are expired, cancelled or otherwise invalid, to Shell cut in half, unless otherwise agreed by the parties. The Accountholder will be liable for a fee, as advised by Shell, for each unreturned Shell Card.

12. Lost, Stolen or Misused Cards

- (a) If a Shell Card is lost, stolen or subject to unauthorised use, the Accountholder must immediately notify Shell at:

**Shell Customer Service Centre,
GPO Box 872K MELBOURNE 3001
Telephone 13 16 18, Facsimile 1300 134 472
Email: shellcard-au@shell.com**

or at any other address Shell may require.

- (b) If notification of an unauthorised use, loss or theft of a Shell Card is given verbally it must be confirmed in writing within 3 days.
- (c) The Accountholder will be liable for any use of a Shell Card by any person before notification in accordance with these Terms and Conditions.
- (d) After Shell has been notified and provided that this Clause 12 has been fully complied with, the Accountholder shall have no further liability for Shell Card transactions other than transactions made by a person who has ceased to be an Authorised User where the Accountholder has allowed the Shell Card to remain in the possession of that person.
- (e) The Accountholder must provide Shell with all the information that the Accountholder has in its possession or that it can reasonably obtain, regarding the unauthorised use, loss or theft of a Shell Card.

13. Cancellation of Shell Cards

- (a) Shell may either suspend, cancel or terminate any or all of the Accountholder's Shell Cards or the Accountholder's Shell Card account for any reason at any time without notice and without liability, including without limitation, for breach by the Accountholder of these Terms and Conditions, or for non-use of a Shell Card.
- (b) The Accountholder must destroy or cut in half all cancelled Shell Cards immediately.
- (c) Shell will cancel an Accountholder's Shell Card account if the Accountholder forwards to Shell a written authorisation in a form approved by Shell to cancel the Accountholder's Shell Card account.
- (d) The Accountholder will remain liable in respect of the use of any Shell Card up until:
- in the case of Shell cancelling the Shell Card, the destruction of the Shell Card; and
 - in the case of the Accountholder cancelling the Shell Card, the date on which the Shell Card is cancelled by Shell.
- (e) On cancellation of all the Accountholder's Shell Cards, the debit balance of the Accountholder's Shell Card account becomes immediately due and payable to Shell.

14. Effecting a Purchase of Products

14.1 Sales Voucher

On completion of a Shell Card transaction processed electronically at a Nominated Premises the Authorised User will be given a sales voucher at the time of purchase, which will include:

- Card number;
- Description of Product;
- Total value of Product;
- Pump price of Product (if applicable);
- Quantity of Product;
- Time and date of purchase;
- Odometer reading (if applicable and where provided);
- Name of Nominated Premises; and
- Address of Nominated Premises.

The Accountholder acknowledges that the sales voucher is the only confirmation of the transaction issued to the Accountholder or Authorised User.

14.2 Manual Transactions

Where a Shell Card transaction is completed manually at a Nominated Premises, the Accountholder or Authorised User must sign the sales voucher.

14.3 Personal Shell Card

If a Personal Shell Card is being used, the person presenting the Personal Shell Card must sign the Shell Card sales voucher. If the signature does not correspond with the signature on the reverse of the Personal Shell Card the Operator at the Nominated Premises will request further identification from the person presenting the Personal Shell Card and if this cannot be satisfied, the operator may refuse to process the transaction of the Personal Shell Card. The operator of the Nominated Premises will take reasonable care to ensure the signature on the Personal Shell Card corresponds to the signature on the Shell Card sales voucher.

14.4 Diesel Shell Card

A Diesel Shell Card may only be used for the purchase of automotive diesel fuel and lubricants.

14.5 Value Limited Shell Card

- (a) A Value Limited Shell Card may only be used at Nominated Premises able to process transactions electronically. All Value Limited Shell Cards must be used in conjunction with a PIN.
- (b) If a Value Limited Shell Card is presented, the Authorised User must ensure that there is adequate Residual Value available for the relevant purchase. Where there is inadequate Residual Value available for the purchase, the Authorised User cannot use the Value Limited Shell Card, and must pay for the whole transaction by other means, at the applicable pump price in the case of Motor Fuels and Shell LPG. In these circumstances, the purchase is from the operator of the Nominated Premises (and not from Shell).
- (c) The Accountholder is liable to pay for all transactions where a Value Limited Shell Card is presented for payment, whether or not the transaction is processed in accordance with these Terms and Conditions. Where a transaction is processed other than in accordance with these Terms and Conditions, a fee may be applied.
- (d) Value Limited Shell Cards are issued once only for the stated period and cannot be extended. Any Residual Value remaining on a Value Limited Shell Card after the card's expiry is forfeited and cannot be exchanged for cash or applied to the Accountholder's Shell Card account.
- (e) A Value Limited Shell Card may be issued as a Nominated Vehicle Shell Card or a Personal Shell Card.

14.6 Volume Limited Shell Card

- (a) A Volume Limited Shell Card may only be used at Nominated Premises able to process transactions electronically. All Volume Limited Shell Cards must be used in conjunction with a PIN. Volume Limited Shell Cards may only be used for the purchase of Motor Fuels, Shell LPG or Non-Shell LPG.
- (b) If a Volume Limited Shell Card is presented, the Authorised User must ensure that there is adequate Residual Volume available for the relevant purchase. Where there is inadequate Residual Volume, the Authorised User cannot use the Volume Limited Shell Card, and must pay for the whole transaction by other means, at the applicable pump price in the case of Motor Fuels and Shell LPG. In these circumstances, the purchase is from the operator of the Nominated Premises (and not from Shell).
- (c) The Accountholder is liable to pay for all transactions where a Volume Limited Shell Card is presented for payment, whether or not the transaction is processed in accordance with these Terms and Conditions. Where a transaction is processed other than in accordance with these Terms and Conditions, a fee may apply.
- (d) Volume Limited Shell Cards are issued once only for a stated period and cannot be extended. Any Residual Volume remaining on a Volume Limited Shell Card after the card's expiry is forfeited and cannot be exchanged for cash or applied to the Accountholder's Shell Card Account.
- (e) A Volume Limited Shell Card may be issued as a Nominated Vehicle Shell Card or a Personal Shell Card.

15. Price

Unless otherwise agreed by the parties in writing, the Accountholder will be charged as follows:

15.1 Motor Fuels.

The Accountholder will be charged, for the purchase of Motor Fuels, the lesser of the Shell Card SCD Posted Price and the pump price, at the time the fuel is purchased from the Nominated Premises.

15.2 Shell LPG

The Accountholder will be charged, for the purchase of Shell LPG, the lesser of the Shell Gas List Price and the pump price, at the time the Shell LPG is purchased from the Nominated Premises.

15.3 Other Goods and Services, Shell Oil and Car Washes

The Accountholder will be charged, for the purchase of Other Goods and Services, Shell Oil and Car Washes, the relevant retail price at the time the item is purchased from the Nominated Premises.

Section 6: Shell Card Terms and Conditions of Use (Continued...)

15.4 Non-Shell LPG

The Accountholder will be charged the pump price at the time the Non-Shell LPG is purchased from the Nominated Premises.

16. Charges for Use of Shell Card

For purchases made on the Accountholder's Shell Card, Shell will debit the Accountholder's Shell Card account with:

- (a) the price of the Products;
- (b) fees, including but not limited to the fees in Shell's list of scheduled fees and charges revised from time to time;
- (c) government taxes and charges; and
- (d) reasonable enforcement expenses incurred by Shell in enforcing these Terms and Conditions.

17. Shell Card Invoice and Statement

- (a) Shell will issue after the end of the month or other agreed period ("Billing Period"), a transaction report of the Accountholder's Shell Card account, detailing the Accountholder's Shell Card purchases and any applicable charges, together with a tax invoice.
- (b) Subject to Clause 17(d), the Accountholder will pay the amount shown on the tax invoice no later than the 21st day following the end of the Billing Period, or by such other date as agreed in writing (the "Due Date"). The Accountholder must pay the amount shown on the tax invoice in full without asserting any set off, counter claim or right to withhold whatsoever.
- (c) Payment will be made by means of an automatic bank debit by Shell of the Accountholder's bank account pursuant to the terms of Clause 18.
- (d) If any amounts are not paid by the Due Date, then, on notification from Shell, the balance of the Accountholder's account (including purchases made in the current Billing Period) will become immediately payable and interest at the rate referred to in Clause 17(e) shall be payable by the Accountholder on the balance of the account until actual payment of the amount due is received by Shell.
- (e) If any amounts are not paid by the Due Date then interest shall be payable on the outstanding balance at 4% above the rate prescribed under the Penalty Interest Rate Act 1983 (Vic) from the Due Date until actual payment of the amount due. The charging of interest by Shell on any amount outstanding after the Due Date will not be construed by the Accountholder as an option for payment over a longer period but as compensation to Shell for failure to pay on or before the Due Date. The Accountholder will be liable for and indemnifies Shell on demand for any and all expenses incurred by Shell in relation to a breach by the Accountholder of these Terms and Conditions, including in each case, legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on Shell's behalf in respect of any recovery or attempted recovery of any amounts payable by the Accountholder to Shell.

18. Shell Direct Debit Arrangement (Client Service Agreement)

18.1 Drawing Arrangements

- (a) The Accountholder acknowledges that by completing the bank account details and signing the Shell Card Application that moneys due to Shell will be drawn from that Accountholder's nominated bank account. Shell will initiate a drawing on or after the Due Date. If funds are not available in the Accountholder's nominated bank account on the Due Date, Shell reserves the right to charge the Accountholder an unpaid direct debit fee.
- (b) If the Due Date falls on a non-business day, Shell will draw the amount on the first business day before the Due Date.
- (c) Shell reserves the right to cancel the drawing arrangements at any time and to arrange an alternate payment method with the Accountholder.
- (d) Shell will keep all information pertaining to the Accountholder's nominated bank account private and confidential.

18.2 Accountholder's rights

- (a) Subject to Clause 18.3:
 - (i) the Accountholder may terminate the drawing arrangements at any time by giving written notice to Shell. Such notice should be received by Shell at least 5 business days prior to the Due Date.
 - (ii) the Accountholder may stop payment of a particular drawing by giving written notice to Shell. Such notice should be received by Shell at least 5 business days prior to the Due Date.
 - (iii) the Accountholder may request changes to the frequency of drawings by contacting Shell and advising of changes no less than 5 business days prior to the Due Date.
- (b) Where the Accountholder considers that a drawing has been initiated incorrectly the Accountholder should take the matter up directly and immediately with Shell.

18.3 Accountholder's responsibilities

It is the Accountholder's responsibility to ensure that sufficient funds are available in the nominated bank account to meet a drawing on its Due Date. It is the Accountholder's responsibility to ensure that:

- (a) the authorisation given to draw on the bank account as completed in the Shell Card Application is identical to the account signing instructions held by the financial institution where the account is based;
- (b) Shell is advised if the bank account is transferred or closed; and
- (c) a suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Accountholder, the nominated bank or Shell.

19. Security

If at any time the ability of the Accountholder to fulfil its obligations under these Terms and Conditions should, in Shell's opinion, become impaired, then security satisfactory to Shell shall be given by the Accountholder on demand.

20. Data Protection

- (a) Where Shell receives, collects or handles Personal Information in the course of processing and administering the Accountholder's Shell Card, Shell shall ensure that it has taken and continues to take all reasonable technical and organisational measures against unauthorised or unlawful processing or disclosure of the Personal Information.
- (b) All Personal Information collected by Shell will be treated in accordance with the Privacy Act 1988 (Cth) and Shell's Privacy Policy (at www.shell.com.au), as amended from time to time.
- (c) The Accountholder acknowledges that it consented to the use by Shell of its Personal Information in accordance with the Shell privacy declaration in the Application.

21. Account Enquiries

- (a) If the Accountholder wants to question or dispute the details of any transaction recorded on a Shell Card transaction report, tax invoice or sales voucher, the Accountholder will advise Shell in writing within 30 days of receiving the transaction report, tax invoice or sales voucher and will produce to Shell on request a copy of the relevant transaction report, tax invoice or sales voucher in respect of the transaction.
- (b) Shell will not be required to consider any question or dispute on the Accountholder's account notified more than 30 days after the date of the Accountholder's relevant Shell Card transaction report, tax invoice or sales voucher.
- (c) Shell reserves the right to refer any Accountholder dispute to the operator of the Nominated Premises from whom the Products were purchased.
- (d) In the event of a pricing dispute relating to Products purchased and processed manually, the copy of the sales voucher retained by Shell will be prima facie evidence of the transaction.
- (e) In the event of a pricing dispute relating to Products purchased and processed electronically, the details of the sales voucher will be prima facie evidence of the transaction.
- (f) The Accountholder must pay the amount shown on the tax invoice in full pending resolution of a dispute. Any adjustments consequent upon settlement of such disputes shall be made within 30 days following the settlement.

22. Change in Terms and Conditions of Use

Shell has the right to vary, delete or supplement these Terms and Conditions (or any other term contained in written correspondence from Shell), including but not restricted to the amount of any charges referred to in Clause 16, by written notice. Any change takes effect from the earlier of:

- (a) the first use of an Accountholder's Shell Card after notice is deemed to be received; and
- (b) 14 days after notice is deemed to be received.

23. Change in Address

The Accountholder shall notify Shell immediately of any change in the Accountholder's registered name, trading name, ownership, business entity, registered office or principal place of business and directorship.

24. Notices

- (a) A notice must be in writing except that if it is a notice from Shell it may be given in a newspaper if that is not prohibited by law. Shell may:
 - (i) deliver it personally to the Accountholder; or
 - (ii) leave it at, or send it by post, facsimile or email to the Accountholder's address last advised to Shell in writing.

Except in the case of notice by post, the notice shall be deemed given on the date it is sent by Shell. Notices sent by post shall be deemed to have been received on the 3rd day after posting.

Section 6: Shell Card Terms and Conditions of Use (Continued...)

- (b) In addition to giving notice to Shell in any other way permitted by law, the Accountholder must provide notice in writing and notice will not be effective until receipt by Shell at:

Shell Card Service Centre
GPO Box 872K MELBOURNE 3001
Facsimile: 1300 134 472
Email: shellcard-au@shell.com

25. Taxes

25.1 Government Charges

Shell has the right to charge the Accountholder's Shell Card account with Government rates, taxes or charges which now are or which in the future may be imposed or charged upon the Accountholder's Shell Card transactions, whether or not the Accountholder is primarily liable for the impost or charge.

25.2 GST

- (a) Except where a Taxable Supply is expressly stated to be inclusive of GST, if a Taxable Supply is made under these Terms and Conditions by either the Accountholder or Shell, the party which made the supply (the "Supplying Party") may in addition to the amount payable under these Terms and Conditions recover from the other party (the "Receiving Party") an additional amount on account of GST, calculated by multiplying the amount payable by the GST Rate (within the meaning of the GST Law, being 10% currently).
- (b) Where a Taxable Supply is made under these Terms and Conditions the Supplying Party shall issue to the Receiving Party a Tax Invoice or an Adjustment Note, as applicable, in accordance with the GST Law.
- (c) If there is a change in the GST Rate, then any amount payable which is stated to be inclusive of GST shall be increased or decreased by an appropriate amount so that the Supplying Party receives the same amount (after remittance of GST) as it would have received at the GST Rate prevailing before the change.
- (d) In this Clause 25, "GST", "GST Law", "GST Rate", "Taxable Supply", "Tax Invoice" and "Adjustment Note" have the meanings given in section 195-1 of A *New Tax System (Goods and Services Tax) Act 1999* (Cth).

26. Waiver

The failure of Shell to insist upon strict performance of any of the provisions of these Terms and Conditions will not be deemed a waiver of any subsequent breach of or default in these Terms and Conditions by the Accountholder. No waiver is effective unless it is in writing.

27. Assignment

These Terms and Conditions are personal to the Accountholder and the Accountholder shall not be entitled to assign, transfer, mortgage or charge any of its rights, benefits or obligations under these Terms and Conditions. Shell, without the Accountholder's approval, may assign any of its rights, benefits or obligations under these Terms and Conditions.

28. Severability

If any term of these Terms and Conditions or any part thereof is or becomes or is declared illegal, invalid or unenforceable for any reason whatsoever in any jurisdiction and such term or part is severable, it is deemed deleted from these Terms and Conditions in the relevant jurisdiction.

29. Commissions

Accountholder acknowledges that Shell may give or receive commissions, volume discounts, fees and other benefits in connection with the supply of Products to the Accountholder.

30. Joint and Several Liability

Where the Accountholder consists of two or more persons, the obligations of these persons shall be joint and several.

31. Governing Law

The Terms and Conditions shall be governed by and interpreted in accordance with the laws in force in the State of Victoria. The parties submit to the exclusive jurisdiction of the Courts of the State of Victoria and any Courts competent to hear appeals therefrom.

Section 7: Shell Card Online Terms and Conditions

1. Scope

- 1.1 These Terms and Conditions apply to use of the Shell Card Online web programme accessible via www.shell.com.au/shellcard known as Shell Card Online by a Shell Card customer of The Shell Company of Australia Limited (Shell) who has agreed to bound by these Terms and Conditions by signing and returning an Application for Shell Card Online Access (the Customer).
- 1.2 These Terms and Conditions operate in addition to the Shell Card Terms and Conditions of Use previously accepted by the Customer (Shell Card Contract) and any policies, disclaimers, provisions, acknowledgements or other statements which appear on Shell Card Online which are acknowledged or agreed to by the Customer or any of its Authorised Users at any time. In the event of any inconsistency these various terms and conditions will be given the following order of precedence:
- Shell Card Contract;
 - these Terms and Conditions; and
 - any policies, disclaimers, provisions, acknowledgements or other statements which appear on Shell Card Online and which are acknowledged or agreed to by the Customer or any of its Authorised Users at any time.

2. Variation of these Terms and Conditions

Shell may amend these Terms and Conditions so as to enable modification of Shell Card Online. Shell will notify the Customer of such changes by posting an updated version of these Terms and Conditions on Shell Card Online and such changes will be effective 7 days from the date that they are posted on Shell Card Online. The Customer is responsible for regularly reviewing the Terms and Conditions and if the Customer is dissatisfied with any amendments then the Customer may exercise its rights under Clause 12.1. Without limiting the foregoing, the Customer's acknowledges that its continued access to Shell Card Online after amendments to the Terms and Conditions have been made constitutes agreement by the Customer to abide and be bound by the Terms and Conditions as amended.

3. Operation and Ownership of Shell Card Online

- 3.1 The Customer acknowledges that Shell Card Online may be operated for Shell by a third party as a sub-contractor and that the computer systems on which Shell Card Online and the underlying databases are stored may be located overseas.
- 3.2 The Customer agrees and acknowledges that Shell Card Online and the copyright in all materials on Shell Card Online, including but not limited to all text, information, graphics, animation, images, software and any other materials on Shell Card Online(Content) and the arrangement of this Content are owned by or licensed to Shell. The trade marks on Shell Card Online and any other names, images and logos identifying Shell and its products and services (Trade Marks) are proprietary Trade Marks of Shell. The names and logos of other companies and products mentioned on Shell Card Online may be the Trade Marks of third parties, including Shell's business partners, and are used by Shell with the permission of their respective owners.

4. Authorised Users

- 4.1 During the registration process, the Customer may apply for access rights for 1 or more authorised users to Shell Card Online(Authorised Users) so the Authorised Users can access Shell Card Online to receive report information regarding the Customer's Shell Card account, maintain the Shell Cards issued to the Customer (for example, by ordering, cancelling or limiting the use of Shell Cards) and/or to create and receive alert reports regarding the Customer's Shell Card account.
- 4.2 The Customer can apply to Shell to vary its Authorised Users or to add additional Authorised Users from time to time by completing and returning the appropriate form to Shell.
- 4.3 Shell has sole discretion to set the number of Authorised Users of the Customer and may reject an application from the Customer for an Authorised User to be given access to Shell Card Online.
- 4.4 The Customer must ensure that no person other than an Authorised User accesses Shell Card Online with the login IDs and Pin numbers issued to the Customer.
- 4.5 The Customers must ensure that the Authorised Users are aware of and comply with these Terms and Conditions.

5. Login ID and Pin

- 5.1 Shell will issue the Customer with a login ID and pin number for each of its Authorised Users to enable the Authorised Users to access Shell Card Online to the extent requested by the Customer. Shell may, at its discretion, provide the Authorised Users with the ability to set their own login ID and pin number within Shell Card Online. Shell reserves the right to change or to request the Customer to change the Customer's login ID or pin number at any time.

- 5.2 The Customer must take all reasonable steps to protect the confidentiality of each login ID and Pin number. The Customer may not permit, and must ensure that the Authorised Users do not permit, any other person to access Shell Card Online using an Authorised User's login ID or pin number.
- 5.3 In the event of any unauthorised use of the Customer's login ID and pin number or any other breach of security of which the Customer becomes aware the Customer must immediately notify Shell of such unauthorised use or breach of security.
- 5.4 Shell may at any time cancel or suspend any login ID or pin number issued to the Customer or an Authorised Users if it suspects that there has been a breach of confidentiality or security or any unauthorised use of the login ID and password.

6. Reliance on Login ID and Password

Shell may act on any instructions transmitted or electronically communicated to it by, in connection with or arising from, whether directly or indirectly, the use, whether authorised or not, of a login ID or password issued to the Customer or an Authorised User. The Customer accepts full responsibility for all transactions thus made.

7. Use of Shell Card Online

- 7.1 As long the Customer complies with these Terms and Conditions, Shell grants to the Customer a non-exclusive, non-transferable, limited right to enter, use and display Shell Card Online. The Customer may download any Content on Shell Card Online for which express permission has been given (eg, online reports and statements) solely to the Customer's or its Authorised Users' computers for the Customer's use. The Customer undertakes that it will not:
- alter or remove any copyright, trade mark or other proprietary notice of Shell or of any other company operating Shell Card Online;
 - modify, frame or edit the Content of Shell Card Online or publish or sell the Content including but not limited to making the Content available on any other website;
 - reverse engineer, translate, adapt or modify any software used in connection with Shell Card Online;
 - create any links from any other website to Shell Card Online without Shell's express prior written permission;
 - use any Content copied from Shell Card Online for any business, commercial or public purpose; or
 - interrupt, interfere or attempt to interrupt or interfere with the operation of Shell Card Online in any way.
- 7.2 The Customer uses Shell Card Online site entirely at its own risk. Shell reserves the right to deny the Customer or an Authorised User access to Shell Card Online at any time or to terminate Shell Card Online or any part thereof. Further, Shell reserves the right to determine the frequency, the limits of transactions, the operating hours, the types of operations, facilities and services available through Shell Card Online at any time.
- 7.3 The Customer and the Authorised Users must only access Shell Card Online under these Terms and Conditions when physically situated in Australia and when the computer the Customer is using to access Shell Card Online is located in Australia.
- 7.4 The Customer may not do anything to interfere or attempt to interfere with the proper working of Shell Card Online or the operation of networks connected to Shell Card Online.
- 7.5 The Customer may not copy, extract or download, or do anything else which infringes the copyright or other intellectual property rights of Shell or any other person in, any information displayed on Shell Card Online from time to time.

8. Status of Information

- 8.1 Shell and the Customer agree and acknowledge that any billing information, reports or other information posted in Shell Card Online or generated by Shell Card Online and provided to the Customer are subsidiary to physical sources of information such as delivery dockets, paper receipts and invoices rendered by post and that in the event of any discrepancy the physical sources of information shall be deemed accurate and will prevail,
- 8.2 Shell and the Customer agree that the transaction log kept by Shell or on its behalf and made available within Shell Card Online constitutes prima facie evidence that Shell Card Online has been used to effect the matters stated in the transaction log against the Customer's Shell Card account.
- 8.3 The Customer will regularly inspect the transaction log to monitor all transactions made using Shell Card Online in respect of the Customer's Shell Card account and the Customer must immediately notify Shell of any suspected unauthorised transactions.

Section 7: Shell Card Online Terms and Conditions (Continued...)

9. Privacy and Data Protection

- 9.1 Shell will comply with the Privacy Policy for Shell Card Online set out at December 2001, as amended from time to time (the Privacy Policy).
- 9.2 The Customer acknowledges that it consented to use of its information in accordance with the Privacy Policy when completing the Application for Shell Card Online Access and the Customer warrants that each Authorised User has consented to the use of their personal information in accordance with the Privacy Policy.

10. Shell Card Contract

Notwithstanding any requirement in the Shell Card Contract, Shell and the Customer agree and acknowledge that:

- (a) the Customer may suspend or terminate any Shell Card issued to the Customer;
- (b) the Customer may notify Shell of the loss of any Shell Card issued to the customer;
- (c) the Customer may request the issuing of additional or replacement Shell Cards (where permitted under the Shell Card Contract); and
- (d) modify any Shell Card authorities, including the agreed products and services which can be purchased using a Shell Card under the Shell Card Contract and volume limits on a volume limited Shell Card, by an Authorised User using the mechanism contained within Shell Card Online.

11. Warranties and Indemnities

- 11.1 Where the law implies warranties or conditions into the provision of access to the Shell Card Online site or the services contained therein by Shell and Shell is not permitted by law to exclude them, then those warranties or conditions will apply. All other guarantees, warranties or conditions are excluded, including, without limitation:
- (a) that the Shell Card Online site or the services contained therein will be available, uninterrupted, or timely; and
 - (b) that the Shell Card Online site or the services contained therein will be secure, error free or virus free.
- 11.2 The Customer acknowledges that:
- (a) Shell may send items of software, code or programming (Cookies) to, and store Cookies on, the Customer's and the Authorised Users' computer systems in the course of the Customer and the Authorised Users accessing Shell Card Online;
 - (b) a virus or other malicious code may be transmitted to the Customer's and the Authorised Users' computer systems in the course of accessing Shell Card Online; and
 - (c) Shell cannot guarantee the security of Shell Card Online and a third person may intercept any messages or information that are sent to or from Shell Card Online, and the Customer releases Shell from and indemnifies Shell against liability for any damage caused by Cookies, viruses or malicious code transmitted to the Customer's or its Authorised Users' computer systems or any unauthorised access to the Customer's information (whether occurring during access to Shell Card Online by the Customer or an Authorised User or at any other time).

12. General

- 12.1 The Customer may discontinue its use of Shell Card Online at any time by using the mechanism provided in Shell Card Online or by notifying Shell. The contract formed by the Application for Shell Card Online Access and these Terms and Conditions will terminate when the Customer's login IDs and Pin numbers are invalidated by Shell or 2 business days have elapsed, whichever is earlier.
- 12.2 Shell may terminate or suspend the Customer's access to all or part of Shell Card Online, without notice, for any conduct that Shell, in its sole discretion, believes is in violation of these Terms and Conditions or any applicable law or is harmful to Shell's interests or the interests of another user or any other person. Shell may also terminate the Customer's access to Shell Card Online if it ceases to have a Shell Card Contract with Shell.
- 12.3 The failure of Shell to insist upon strict performance of any of the provisions of these Terms and Conditions will not be deemed a waiver of any subsequent breach of or default in these Terms and Conditions by the Customer.
- 12.4 If any term of these Terms and Conditions or any part thereof is or becomes or is declared illegal, invalid or unenforceable for any reason whatsoever in any jurisdiction and such term or part is severable, it is deemed deleted from these Terms and Conditions in the relevant jurisdiction.
- 12.5 These Terms and Conditions and the relationships of Shell and the Customer are governed and construed in accordance with the laws in force in the State of Victoria in Australia and the parties submit to the exclusive jurisdiction of the Courts of the State of Victoria and any Courts competent to hear appeals therefrom.

Internet Privacy Information

During your visits to Internet sites that are operated by The Shell Company of Australia and affiliates ("Shell"), you may be asked to provide Shell with personal information. All personal information collected via Shell Internet sites will be treated in accordance with the Shell Privacy Policy.

Shell acknowledges the special nature of the internet and is therefore providing you with additional information about privacy and the internet.

Use of Cookies

Shell may send cookies (pieces of programming) to your computer while you are accessing a Shell internet site. Cookies enable Shell to enhance the web offerings to you and to provide an optimal online experience.

Shell will not collect any of your personal information with our cookies, although we may collect non-attributable (anonymous) information regarding your use of Shell Internet sites.

Some web browsers enable you to decline the receipt of cookies. You may utilise this function, in which case you will still be able to access Shell Internet sites; albeit without some enhancement features.

Shell will continue to send cookies to your computer and we do not promise that a web browser set to decline these cookies will be effective.

Storage and protection of your personal information

Shell will endeavour to keep your personal information secure and prevent unauthorised disclosure.

However, Shell cannot promise that your personal information will not be accessed by an unauthorised person (eg. a hacker) or that unauthorised disclosures will not occur.

If Shell provides you with any passwords or other security devices then it is important that you keep these secret and confidential and do not allow them to be used by any other person. You should notify Shell immediately if the security of these devices is breached to prevent the unauthorised disclosure of your personal information.

Third-party internet sites and information security

Shell assumes no responsibility for the information practices of third-party internet sites where a user of a Shell internet site is able to access non-Shell internet sites through ours. You are encouraged to review each internet site's privacy policy before disclosing any personal information.

Contact us

If you have any questions regarding this Internet Privacy Information or the Shell Privacy Policy or if you would like more information regarding the way Shell manages personal information, then please contact Shell:

Via email: general-enquiries-au@shell.com

In writing: Shell Privacy Officer
PO Box 872K
Melbourne VIC 3001

Telephone: 131618

