

TERMS AND CONDITIONS

These terms and conditions apply to each Shell Card issued by Cardplus Fuelcards Limited ("Cardplus") in connection with the agreement between Cardplus and The Shell Company of Australia Limited ("Shell") dated [*]. You agree that by using your Shell Card for the first time, you accept these terms and conditions.

1. DEFINITIONS

- 1.1 'a Shell Card' means the Shell Card issued by Cardplus to you.
- 1.2 'Authorised Person' means a person to whom a Shell Card is issued.
- 1.3 'Late Payment Fee' means the late payment fee or fees from time to time payable in accordance with the terms of the Credit Contract.
- 1.4 'Credit Contract' means the contract between you and Cardplus relating to the use of the Shell Card, the terms of which are contained in these terms and conditions and in any other documents intended to govern the use of the Shell Card and the terms on which any credit may be provided to you by Cardplus (including any documents created to satisfy the requirements of the Consumer Credit Code).
- 1.5 'Supply Agreement' means the supply agreement entered into by Cardplus and Shell.
- 1.6 'Consumer Credit Code' means the Consumer Credit Code set out in the Appendix to the Consumer Credit (Queensland) Act 1994 as applied by the relevant legislation in the jurisdiction in which you reside.

2. USE OF SHELL CARD

- 2.1 **Places of Use:** A Shell Card can be used by an Authorised Person as payment for the range of goods or services agreed between Cardplus and Shell, at merchants in Australia who are authorised by Shell to honour Shell Cards.
- 2.2 **Users:** You may authorise a Shell Card to be issued with Cardplus's agreement:
 - (a) to a person; or
 - (b) for use in relation to a particular vehicle.You are responsible for ensuring each Authorised Person of that Shell Card complies with these terms and conditions.
- 2.3 **Transactions:** Cardplus will charge or credit to your Shell Card account all purchases made with or credit vouchers issued to your Shell Cards.
- 2.4 **Transaction Limits:** Cardplus may from time to time set maximum transaction, volume and dollar charge limits for a Shell Card or your Shell Card Account by day or month.
- 2.5 **Restrictions on Shell Cards:** Either upon your request, or in their own discretion, Cardplus and Shell may place restrictions on the range of products that may be purchased with your Shell Card. You must at all times use your Shell Card in accordance with any such restrictions.

3. SHELL CARD SECURITY

- 3.1 **Signing of Shell Card:** If a Shell Card is issued:
 - (a) to a person, it must be signed by that person immediately on receipt; or
 - (b) for use in relation to a particular vehicle, it can remain unsigned but you are responsible for any use of that Shell Card whether authorised or not.
- 3.2 **PIN number:** For all electronic transactions using a Shell Card, the Authorised Person will be required to enter a pin. The Authorised Person must not:
 - (a) keep a written record of the PIN; or
 - (b) disclose the PIN to any person not authorised to use the Shell Card.
- 3.3 **Security generally:** You are responsible for ensuring that no unauthorised person uses a Shell Card.
- 3.4 **PIN reset:** You must select a password (the 'PIN reset Password') that will be verified at any time when the PIN is sought to be reset (including where a Shell Card has been locked due to incorrect PIN being entered 3 consecutive times). Any locked Shell Card will remain locked until Cardplus or Shell is contacted by any person who gives the PIN reset Password and requests that the PIN be reset. A new PIN will need to be entered when the Shell Card is used for the first time following the reset of the PIN. It is your responsibility to ensure the PIN reset Password is kept confidential. Giving of the PIN reset Password by any person will be considered by Cardplus as conclusive proof that such the person giving it has been authorised by you to reset the PIN.

4. YOUR OBLIGATIONS

4. **Late Payment:** If you fail to make payment by the due date Cardplus may charge the Late Payment Fee in accordance with the terms of the Credit Contract.
- 4.2 **Expiry or Cancellation:** No Authorised Person is permitted to use a Shell Card after it has expired or after notice of its cancellation is given by Cardplus, Shell or you;
- 4.3 **Lost, Stolen or Misused Shell Card:** If a Shell Card is lost, stolen or subject to unauthorised use, you must immediately notify the Shell Customer Service Centre at:
Shell Customer Services Centre
GPO Box 872K Melbourne 3001
Telephone: 131618, Facsimile: 1300 134 472
Email: shellcard-au@shell.com.
If notification of an unauthorised use, loss or theft of a Shell Card is given verbally it must be confirmed in writing to Cardplus within 3 days.
- 4.4 **Change of Address:** If the address your Shell Cards are mailed to changes, you must notify Cardplus and Shell in writing as soon as possible. You will be liable for all transactions charged on a Shell Card that is delivered to your last advised address.

5. FEES

- 5.1 **Fees:** You must pay Cardplus the Shell Card fees specified in the Credit Contract. No fees will be refunded if a Shell Card is cancelled or your account closed.
- 5.2 **Receipt Copy Fees:** Requests for copies of transaction receipts or vouchers may incur a fee as notified by Cardplus at the time of request.

6. GRANTING AND MAINTAINING CREDIT TERMS

- 6.1 Prior to entering into the Credit Contract, you will provide to Cardplus such financial information as shall be deemed necessary by Cardplus to support your application for a Shell Card. The Credit Contract may make provision for you to make advance cash payment in respect of the credit provided under the Credit Contract.

7. LIABILITY

- 7.1 **Amounts Properly Incurred:** Any Shell Card transaction record received by Cardplus or Shell that:
 - (a) is signed by an authorised user of a Shell Card, or
 - (b) is authorised by the confidential four digit PIN for a Shell Card, or
 - (c) results from the use of a Shell Card that is unsigned, is conclusive proof that the amount recorded was properly incurred.
- 7.2 **Disputes with a Merchant:** Any claim or dispute between you and a merchant does not relieve you of your obligation to pay to Cardplus without deduction any amount incurred using a Shell Card.
- 7.3 **Your Liability:** You are liable to Cardplus for:
 - (a) payment of all amounts properly debited to your Shell Card account even if a Shell Card has been used in breach of these terms and conditions and
 - (b) all amounts incurred as a result of the unauthorised use of a Shell Card from the time it is lost or stolen until notification of that loss or theft is received by the Shell Customer Service Centre and Cardplus; and
 - (c) all transactions made with a Shell Card where:
 - (i) a written record of the PIN or the 'PIN reset Password' has been kept; or
 - (ii) the PIN or the 'PIN reset Password' has been disclosed (whether deliberately or not) to an unauthorised person, or
 - (iii) an unauthorised person has used a Shell Card, until such time as Cardplus is able to cancel that Shell Card; and
 - (d) all costs of collection and legal fees incurred by Cardplus in recovering amounts payable by you.
- 7.4 **Electronic Communications:** You agree that you, and not Cardplus or Shell, are responsible and liable for any amounts charged to your Shell Card account or any loss or costs you may suffer or incur through Cardplus or Shell sending account information to you by electronic means, including email over the Internet.
- 7.5 **Liability of Cardplus:** Cardplus gives no warranty or representation relating to the products purchased using your Shell Card. Cardplus shall to the extent permitted by law have no liability in respect of products purchased using your Shell Card including, without limitation, any liability for the quality or fitness for purpose of such products. If Cardplus has any liability to you arising from any defect in respect of any products or services purchased using your Shell Card that are not excluded by the operation of this clause, Cardplus' liability is limited to the value of the products or services so purchased.

8. CANCELLATION

- 8.1 **Cancellation by You:** You may cancel a Shell Card or your Shell Cards by written notice to Cardplus accompanied by the return of the Shell Card(s).
- 8.2 **Cancellation by Cardplus:** Cardplus may cancel a Shell Card or your Shell Cards at any time without prior notice by cancelling or not renewing the Shell Card(s) and upon notice of the cancellation you will return the Shell Card(s) to Cardplus.

9. GENERAL

- 9.1 **Not Transferable:** Your Shell Cards remain the property of Cardplus and are not transferable.
- 9.2 **Variation:** The terms and conditions of the Credit Contract may be varied from time to time by agreement in writing.
- 9.3 **Waivers:** No failure to exercise, and no delay in exercising, any right under these terms and conditions will operate as a waiver of that right or allow an estoppel argument to be available. Nor will a single or partial exercise of a right preclude another or further exercise of that right or the exercise of another right. No waiver by Cardplus of any of its rights under these terms and conditions will be effective unless it is in writing and signed by Cardplus.
- 9.4 **Severability:** If any provision of these terms and conditions or their application is or becomes invalid or unenforceable to any extent, the remainder of these terms and conditions and their application will not be affected and will remain enforceable to the greatest extent permitted by the law.

10. ACKNOWLEDGEMENT

- 10.1 Cardplus will pay and receive such fees and/or commissions to and from other parties as are specified in the Credit Contract. You acknowledge that pursuant to the Supply Agreement, Cardplus may from time to time receive commissions from Shell in respect of purchases of fuel products by Authorised Users using Shell Cards (as identified in the Credit Contract).

PRE-CONTRACTUAL STATEMENT

This statement is provided pursuant to section 16 of the National Credit Code

Credit provider's name:	Cardplus Fuelcards Pty Ltd ABN 17 143 553 280
Credit limit:	The amount identified as the Credit Limit in the Account details. This represents the maximum amount that may be charged in relation to the Shell Card issued to you in any single month.
Interest rate payable:	Nil
How interest is calculated:	There is no interest charged under the contract
Repayments:	You will be required to pay to Cardplus Fuelcards Pty Ltd: <ol style="list-style-type: none">(a) all monthly credit fees and charges in respect of the Shell Card; and(b) all amounts in respect of purchases made using the Shell Card during each calendar month. payments must be made by the 7th day after receipt of the statement of account for the month to which the payment relates. Where you have provided Cardplus Fuelcards Pty Ltd with a direct debit authority in relation to a bank account, payments may be debited to that bank account.
Credit fees and charges:	You will be required to pay Cardplus Fuelcards Pty Ltd a charge of \$3 per month in respect of each Shell Card issued to you.
Changes affecting interest and credit fees and charges:	Any changes to the amount or frequency of charges under the contract may only occur by agreement between you and Cardplus Fuelcards Pty Ltd.
Statements of account:	Cardplus Fuelcards Pty Ltd will provide you with a monthly statement of account detailing the amounts charged to the Shell Card during the previous month, and identifying the amount of the credit fees payable in respect of the Shell Card for that month. This statement of account will be delivered to the email address nominated in your application.
Default charges:	If you default in payment of any amount due under the contract: <ol style="list-style-type: none">(a) Cardplus Fuelcards Pty Ltd may cancel your card until the default is remedied; and(b) additional charges will be payable. Additional charges apply for each month that a default continues. The amount of these charges is determined by the amount due as follows:

Amount of default	Default charge
\$0 to \$400	\$65
\$401 to \$800	\$75
\$801 to \$1200	\$85
\$1201 to \$1600	\$95
\$1601 to \$2000	\$105
\$2001 to \$2400	\$115
\$2401 to \$2800	\$125
\$2801 to \$3200	\$135
\$3201 to \$3600	\$145
\$3601 to \$4000	\$165
Amounts above \$4000	\$165 + \$50 for each \$1000 or part thereof above \$4000

Enforcement expenses:	You will be liable for any expenses incurred by Cardplus Fuelcards Pty Ltd in enforcing its rights under the contract.
Commission:	Cardplus Fuelcards Pty Ltd will pay the Shell Company of Australia Limited a fee of \$0.50 per card.