



TERMS AND CONDITIONS

These terms and conditions apply to each Shell Card issued by Cardplus Fuelcards Limited ("Cardplus") or Shell New Zealand Limited ("Shell").

1. DEFINITIONS

- 1.1 "a Shell Card" means the Shell Card issued 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 prescribed by Cardplus
- 1.4 "Default Interest" means a rate equal to 5% above either Cardplus's overdraft rate or, at Cardplus's option, 5% above the commercial lending rate charged by any registered New Zealand bank selected by Cardplus.
- 1.5 "Shell Card Terms and Conditions" means the terms and conditions as may be amended from time to time in accordance with clause 9.2.
- 1.6 "Supply Agreement" means the supply agreement entered into by Cardplus and Shell.

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 New Zealand 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 its 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 When using the card, cardholders must either use a PIN, or if compulsory PIN entry has not been requested, sign their names in the space provided on the sales voucher provided by the Shell Card Merchant. You are responsible for ensuring that Cardholders are aware of, and comply with, the management controls, Purchase Limits and Monthly Limits.

4. YOUR OBLIGATIONS

- 4.1 Late Payment: If you fail to make payment by the due date Cardplus can:
 - (a) charge a Late Payment Fee and/or
 - (b) charge Default Interest on the all or any of the total amount owing (including any additional amounts charged to the Shell Card following the due date) calculated on a daily basis from the due date to the date of actual payment of the overdue amount (whether before or after judgement).
- 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 or Stolen Shell Card: If a Shell Card is lost or stolen, you must immediately notify the Shell Customer Service Centre by telephone, followed by written confirmation that must be received by Cardplus within 7 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 by Cardplus from time to time. 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 You will periodically provide to Cardplus such financial information or security as shall be deemed necessary by Cardplus to support any credit extension. If at any time your financial capacity becomes impaired or unsatisfactory to Cardplus, in the sole judgment of Cardplus, advance cash payment or security satisfactory to Cardplus shall be given by you on demand by Cardplus, and Cardplus may cancel or suspend your right to use Shell Card until such payment or security is received.

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, or
 - (d) 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) You are responsible for the safe custody and authorised use of the Shell Card and pin. In particular, you must not record the PIN on the Card or documents kept with the Card. If you need to give the PIN to more than one driver, you are responsible for ensuring the PIN is communicated and recorded in a secure fashion. If the Shell Card is lost or stolen; or you become aware that the PIN has become known to someone who is not authorised to use the Card; or you become aware that the Card or PIN has been used in an unauthorised fashion. You will be liable for all transactions occurring before we receive your notification 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.

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). Fuelcards cancelled within 12 months will incur a 12 month Card Fee.
- 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: Cardplus may vary these terms and conditions from time to time by giving you written notice. Notice may be given by a letter properly addressed to your last address known to Cardplus and is deemed to be received by you on the day after its posting. You are bound by the variation from the date of deemed receipt.
- 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.

10. ACKNOWLEDGEMENT

- 10.1 Cardplus acknowledges that pursuant to the Supply Agreement Cardplus and/or any related company may from time to time receive a fee and/or commission from Shell and such fee and/or commission shall be determined by the volume of purchases on a monthly basis using Shell Cards issued to Authorised Users in accordance with these terms and conditions.

(NB) Terms/Conditions are available at website www.cardplus.co.nz