

TERMS & CONDITIONS OF SHELL GO+ LOYALTY PROGRAMME AND MOBILE APPLICATION

A. FORMATION OF AGREEMENT

1. Shell GO+ is a loyalty programme owned and administered by Shell Eastern Petroleum (Pte) Ltd (“Shell”).
2. The following terms and conditions (the “**Terms and Conditions**”) govern the Shell GO+ loyalty programme (the “**Shell GO+ Loyalty Programme**”) and the use of the Shell GO+ mobile application.
3. When you use the Shell GO+ mobile application, you signify your agreement to these Terms and Conditions. If this is not your intention or you disagree with any part of these Terms and Conditions, you should not use the Shell GO+ mobile application.
4. Shell may, by any means including notification on the Shell GO+ mobile application, or by email, or by means of a notice on Shell GO+ Loyalty Programme website (www.shell.com.sg/shellgoplus) (the “**Shell GO+ Website**”) vary, add to or delete any of these Terms and Conditions or impose new terms and conditions for any other loyalty programme or online service which is similar to the current loyalty programme or online service (whether or not such new loyalty programme is operated by Shell or by a third party on behalf of Shell). The use of the Shell GO+ mobile application after notification of any variation to these Terms and Conditions or the imposition of new terms and conditions shall be deemed to be acceptance of the varied or new terms and conditions.

B. THE Shell GO+ LOYALTY PROGRAMME

Overview of the Shell GO+ Loyalty Programme and New Membership Registration

1. As a registered member of the Shell GO+ Loyalty Programme (“**you**” or the “**Member**”), you will get to enjoy discounts on qualifying purchases at Shell stations in Singapore and accumulate points (“**Points**”) that can be redeemed for privileges and benefits (including goods and/or services) (the “**Rewards**”). For avoidance of doubt, a person paying with the Shell Corporate Card/Shell Fleet Card for purchases at Shell stations will **NOT** be able to enjoy benefits of the Loyalty Programme.
2. Any individual who has a Singapore based mobile number (starting with +65), and based in Singapore, may apply to become a Member by downloading the Shell GO+ mobile application (the “**App**”) from the App Store or Google Play onto his/her mobile device and registering for the membership of the Loyalty Programme via the App so as to enjoy the benefits of the Shell GO+ Loyalty Programme.
3. The Shell GO+ Loyalty Programme membership is not transferable, cannot be copied and can only be used by the Member who is named and registered on the App.
4. The following are the 6 membership types available under the Shell GO+ Loyalty Programme, catering to the different vehicle segments:
 - a. Shell GO+ for Drivers: For individuals driving a motorcar;
 - b. Shell GO+ for Riders: For individuals riding a motorcycle;
 - c. Shell GO+ for Corporate Employees: For individuals who are employees of Shell or Shell’s selected partners;
 - d. Shell GO+ for Taxi Professionals: For individuals holding a taxi driver’s vocational licence;
 - e. Shell GO+ for Bus Professionals: For individuals holding a general bus driver’s vocational licence; and

- f. Shell GO+ for Private Hire Professionals: For individuals holding a professional driving vocational license.
5. The validity of the memberships types under 4c, 4d and 4e is valid for 2 years, once the Member has been successfully enrolled into the membership type. After 2 years, the membership type will automatically revert to 4a.
6. If you wish to apply for the Shell GO+ for Corporate Employee, Shell GO+ for Drivers – Taxi, Shell GO+ for Drivers – Bus or the Shell GO+ for Private Hire membership, you will need to enter the member code during the membership registration process. The member code can be obtained as follows:-
 - a. Shell GO+ for Corporate Employee: Please contact the representative of your employer who is in charge of the implementation of the Shell GO+ Corporate Employee membership.
 - b. Shell GO+ for Taxi or Bus Professionals, and Shell GO+ for Private Hire Professionals: Please call Best Petrol & Diesel Supply Pte Ltd's hotline at 68982525 during 9.30am – 6.30pm.
7. You must furnish Shell with all the mandatory particulars (including your name, mobile number and email address) to complete your registration. Your membership in the Shell GO+ Loyalty Programme will commence upon the successful completion of your registration via the App. Shell reserves the right to reject any membership application without giving any reason whatsoever.
8. Your mobile number acts as a unique identifier, and therefore multiple membership application with a single mobile number will NOT be allowed.
9. Please ensure that you provide a correct mobile phone number during the registration. If an incorrect mobile phone number is provided, Shell shall not be responsible for any issuance of points to a membership account tagged to the incorrect mobile phone number.
10. Each Member must ensure that his/her personal details (including without limitation, mobile phone number) registered under the App are accurate and current. Shell will not be responsible for any loss or damage (including loss of points or vouchers or incurred as a result of incorrect or out-of-date details and access of your personal data, transactions history and points by the new owner of your mobile phone number who have registered with the Shell GO+ Loyalty Programme membership with your incorrect or previous mobile phone number).
11. If you wish to change the mobile number registered to your name in the App, you must make the change via the App instead of registering for a new membership account under the App. If you register for a new membership account with your new mobile phone number, a new membership account will be created, and your points previously accumulated under your previous account will not be transferred to your new account.

Migration of members from the Shell Escape loyalty programme to the Shell GO+ Loyalty Programme

12. The Shell Escape loyalty programme will be terminated on 1 May 2023. After such date, a Shell Escape member will **NOT** be able to use his/her physical Shell Escape card at any Shell station to enjoy discounts on purchases or accumulate/redeem points in his/her Shell Escape card.
13. Therefore, if you are an existing Shell Escape programme member, you can migrate your Shell Escape loyalty programme membership to the Shell GO+ Loyalty Programme by downloading the App from the App Store or the Play Store onto your mobile device and registering your details in the App by 30 April 2023 ("**Migration Deadline**").

14. The last day to accumulate points on your Shell Escape card at any Shell station is 28 February 2023. Escape members will NOT be able to use his/her physical Shell Escape card at any Shell station to accumulate points in his/her Shell Escape card from 1 March 2023.
15. You must input your existing Shell Escape physical cardnumber (“**Cardnumber**”) into the App so as to migrate your membership under the Shell Escape Programme to the Shell GO+ Loyalty Programme. If you:-
- do not enter a valid Cardnumber or enter an incorrect Cardnumber into the App; OR
 - you download the App after the Migration Deadline,
- your existing membership of the Shell Escape loyalty programme will not be migrated to the Shell GO+ Loyalty Programme and you will then have to apply for the membership of the Shell GO+ Loyalty Programme as a new member as per the detailed process set out in section 1 above.
16. Please note that NO points will be migrated from the Shell Escape loyalty programme to the Shell GO+ Loyalty Programme. Points that have not been redeemed under the Shell Escape programme will be forfeited by (i) 1 May 2023; OR (ii) when the physical Shell Escape cards are no longer accepted at participating Shell stations, whichever is earlier. No refund of points will be given.
17. If you wish to remove yourself from Shell loyalty programme, you must contact our Customer Service at ShellGoPlus-SG@Shell.com.

Consent to receiving marketing communications

18. As a Member, you are deemed to have consented to receiving marketing communications from Shell relating to products and services offered by Shell, its affiliates and/or third parties which Shell may collaborate with from time to time. The communication will be through the App, your preferred mobile number or your email address. You have the option to choose your preferred mode of communication during your registration for the Shell GO+ Loyalty Programme.

Welcome offers

19. As a member, you will get to enjoy up to 30.65% savings on Shell Fuels for your first Shell GO+ transaction as followed when you sign up for Shell GO+. You must present your digital membership card at the time of purchase.

	%	\$	Remarks
Gross fuel spend		\$ 100.00	
Direct discount (depending on bank card used)	17%	\$ 17.00	Up to 17% if you use a UOB One credit card or HSBC Premier Mastercard. For more info visit shell.com.sg/creditcards
Additional 10% Welcome Offer voucher	10%	\$ 10.00	Welcome offer when you first sign up for Shell GO+.
Cashback (depending on bank card used)	5%	\$ 3.65	Up to 5% cashback from selected Banks. Cashback is based on nett amount.
Total fuel savings enjoyed		\$ 30.65	
Total discount amount enjoyed	30.65%		

Fuels Discount

20. As a Member, you will get to enjoy the following discount on any fuel purchase at Shell stations in Singapore when you make payment for such purchase using the eligible modes of payment as stated below. You must present your digital membership card at the time of purchase. A member may enjoy the Upfront Fuels Discounts on a maximum of 3 transactions per member per day.

<u>Membership Type</u>	<u>Eligible Modes of Payment</u>	<u>Upfront Fuels Discount</u>
GO+ for Drivers	All payment types	<ul style="list-style-type: none"> ▪ 10%
GO+ for Riders	Cash or NETS only	<ul style="list-style-type: none"> ▪ 16% for Shell V-Power ▪ 14% for all other Shell fuels
GO+ for Corporate Employees	All payment types	<ul style="list-style-type: none"> ▪ 12%
GO+ for Bus Professionals GO+ for Taxi Professionals	Cash or NETS only	Bus: <ul style="list-style-type: none"> ▪ 20% for Shell diesel ▪ 16% for all other Shell fuels Taxi: <ul style="list-style-type: none"> ▪ 22% for all Shell fuels
GO+ for Private Hire	Cash or NETS or UOB Cards only	<ul style="list-style-type: none"> ▪ 24% with UOB One Credit Card ▪ 22% with Cash/NETS/other UOB Cards

21. Shell reserves the right, in its absolute discretion, to amend and/or remove the discounts above at any time and without notice.

Accumulation of Shell GO+ Points (“Points”)

22. The digital membership card must be presented at participating Shell stations and at any other outlets (as may be stipulated by Shell from time to time) at which it is accepted before making payment, failing which Points will not be credited into your Shell GO+ Loyalty Programme membership account. Previous or backdated receipts are not valid for Points accumulation.

23. As a Member, you will earn the Points on your purchase of qualifying goods and services as follows:

<u>Qualifying Purchase at Shell stations or partners</u>	<u>Points Earned</u>
Shell Fuels	1 Point for every 1 litre

<ul style="list-style-type: none"> ▪ Applicable to Shell FuelSave 98, Shell FuelSave 95 and Shell FuelSave Diesel 																									
<p>Shell Fuels</p> <ul style="list-style-type: none"> ▪ Applicable to Shell V-Power only 	<p>1.2 Points for every 1 litre</p>																								
<p>Shell Select</p> <ul style="list-style-type: none"> ▪ Excluding purchases on tobacco, alcohol and In-Store Services, and any other items as determined by Shell from time to time ▪ “In-Store Services” shall mean the following: <table border="1" data-bbox="300 619 800 1451"> <tr> <td data-bbox="300 619 443 772">NETS Cashcard</td> <td data-bbox="443 619 570 772">Parking Coupon \$0.60</td> <td data-bbox="570 619 680 772">Singtel Top Up \$10</td> <td data-bbox="680 619 800 772">Starhub Prepaid Top Up Card \$8</td> </tr> <tr> <td data-bbox="300 772 443 926">NETS Cashcard Stored Value</td> <td data-bbox="443 772 570 926">Parking Coupon \$0.65</td> <td data-bbox="570 772 680 926">Singtel Top Up \$20</td> <td data-bbox="680 772 800 926">Starhub Prepaid Top Up Card \$18</td> </tr> <tr> <td data-bbox="300 926 443 1079">NETS Flashpay Card</td> <td data-bbox="443 926 570 1079">Parking Coupon \$1.20</td> <td data-bbox="570 926 680 1079">Singtel Top Up \$15</td> <td data-bbox="680 926 800 1079">Starhub Prepaid Top Up Card \$28</td> </tr> <tr> <td data-bbox="300 1079 443 1232">NETS Flashpay Card Stored Value</td> <td data-bbox="443 1079 570 1232">Parking Coupon \$2.40 (Day)</td> <td data-bbox="570 1079 680 1232">Singtel Bighot \$130</td> <td data-bbox="680 1079 800 1232">Starhub \$12 Travel Prepaid SIM</td> </tr> <tr> <td data-bbox="300 1232 443 1356">NETS Top Up</td> <td data-bbox="443 1232 570 1356">Parking Coupon \$5.00 (Night)</td> <td data-bbox="570 1232 680 1356">Singtel Top Up \$18</td> <td data-bbox="680 1232 800 1356">Starhub \$15 Happy Prepaid</td> </tr> <tr> <td data-bbox="300 1356 443 1451">NETS Service Fee</td> <td data-bbox="443 1356 570 1451"></td> <td data-bbox="570 1356 680 1451"></td> <td data-bbox="680 1356 800 1451"></td> </tr> </table>	NETS Cashcard	Parking Coupon \$0.60	Singtel Top Up \$10	Starhub Prepaid Top Up Card \$8	NETS Cashcard Stored Value	Parking Coupon \$0.65	Singtel Top Up \$20	Starhub Prepaid Top Up Card \$18	NETS Flashpay Card	Parking Coupon \$1.20	Singtel Top Up \$15	Starhub Prepaid Top Up Card \$28	NETS Flashpay Card Stored Value	Parking Coupon \$2.40 (Day)	Singtel Bighot \$130	Starhub \$12 Travel Prepaid SIM	NETS Top Up	Parking Coupon \$5.00 (Night)	Singtel Top Up \$18	Starhub \$15 Happy Prepaid	NETS Service Fee				<p>1 Point for every \$5 nett spend</p>
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NETS Service Fee																									
<p>Shell Car Wash</p>	<p>1 Point for every \$1 spend</p>																								
<p>Shell Autoserv</p> <p>Applicable on these selected packages only:</p> <ul style="list-style-type: none"> ▪ Shell Helix Express Servicing Package ▪ Shell Helix Ultra Servicing Package 	<p>100 Points for each purchase of the mentioned packages</p>																								

Motor Insurance via DirectAsia	Up to 3,000 Points, subject to applicable terms and conditions. DirectAsia Insurance's terms and conditions can be viewed at directasia.com/Shell .
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24. A Member can earn Points for a maximum of 5 transactions per day across participating Shell stations and partners in Singapore.
25. Any purchase which translates to a fraction of Points earned would be mathematically rounded up or down to the nearest whole number. e.g. 41.2 litres of Shell V-Power will yield 41 points.
26. Points earned in each transaction will be credited in real time and can be checked via the Shell App. However, in case of system delays, the Point balance will be updated within 24 hours from the time of transaction.
27. Points carry a validity period of two (2) years from the date the Points are credited into the Member's account. You can check your Points balance and your Points expiry in the App.
28. Shell reserves the right to change the rate of Points to be awarded, and the type of qualifying purchases.
29. Shell has the sole discretion to add additional points to any customer's Shell GO+ Loyalty Programme membership account. Participating Shell stations or partners may also have special promotions, which may reward a Member with additional Points for specific purchases. Please refer to the terms and conditions of the respective special promotions on how such additional Points can be accumulated in the App and at participating Shell stations or partners' sites.
30. Shell reserves the right at its sole and absolute discretion to not issue Points in combination with other offers such as promotions or discounts, unless explicitly stated otherwise.
31. No Points will be awarded for the items obtained as free products from offers and/or rewards.
32. If a Member does not wish for the Points to be credited into his Shell GO+ Loyalty Programme membership account, the Points will be forfeited. The Points cannot and will not in any event whatsoever be credited into another Member's account.
33. Where a Member is incapable or rendered incapable, by reason of death, mental disorder or permanent disability, of managing and administering his property, affairs and estate, upon the happening of any of the events indicated above, all unutilised Points in such Member's Shell GO+ Loyalty Programme membership account shall be automatically invalidated and will not inure to the benefit of the representatives and/or the estate of the Member.

Redemption of Points

34. A Member can redeem the Points accumulated in his/her Shell GO+ Loyalty Programme membership account for rewards ("Rewards") via the App and fulfilled at participating Shell stations and/or partner/merchant sites. Shell reserves the right to adjust the Points required for redemption of Rewards, irrespective of whether it is an upward or downward adjustment of Points, without giving any prior notice to Members. For a full list of the current Rewards available for redemption, please refer to the Shell GO+ Loyalty Programme redemption catalogue in the App.

35. Redemption of Rewards is subject to the Member having sufficient Points in his/her account. Accumulated Points in a Member's account cannot be transferred to or combined with Points in another Member's account.
36. All Rewards are subject to stock availability. Shell reserves the right to cancel, change, substitute or remove the Rewards at any time with or without notice to Members.
37. Points utilised for redemption of Rewards will be on a first-in-first-out basis. Upon a successful redemption, the requisite Points will be deducted from the Member's account. All redemptions shall be irrevocable and irreversible. Redeemed Rewards cannot be returned or exchanged for other Rewards in the catalogue and is not refundable for cash or credit under any circumstances whatsoever.
38. Notwithstanding any other provisions contained herein and without prejudice to any other rights contained herein, Shell reserves the right at its sole discretion to deduct any Points from a Member's account and/or refuse to allow a Member to effect any redemption and/or to recall any redemption made by a Member if any voucher has been erroneously sent to a Member and/or any Points have been erroneously awarded to a Member and/or Points were not duly deducted upon a successful redemption due to system glitches or failure, or for any other reasons whatsoever.
39. In the event that a particular Reward requires both Points to be redeemed and payment to be made, the Member shall make the necessary payment using a mode of payment that is accepted at the Shell station/merchant offering the Reward. Such payment shall be borne solely by the Member and the Member shall not dispute the amount to be payable.
40. In the event that a Member redeems a fuel/non-fuel voucher Reward, the total value of such voucher must be utilised in a single purchase transaction. Any unutilized balance in the voucher is not refundable and cannot be accumulated or brought forward to the next purchase or credited into the Member's account.
41. Redemption of Reward(s) is subject to the merchants'/manufacturers' terms and conditions, if any, e.g. participating redemption outlets, validity period, usage and terms of warranty. Shell makes no product representations or warranties, express or implied, and disclaims any and all liability as to the condition, quality, merchantability or fitness for use or purpose of any goods/products and/or services provided to the Member (whether at the merchant outlet or otherwise) upon redemption of Points. Shell will not be liable for any damage, loss or injury suffered by Members, their family members and/or third parties as a result of use of the Rewards.
42. Members are advised to examine all Rewards upon collection and to reject any damaged or defective goods at the Shell stations, participating merchants' sites, or at any other outlet at which redemption is made. In the event that the goods is damaged or defective, the Member shall contact and liaise directly with the merchant/manufacturer of the goods. Any and all disputes concerning any Rewards shall be settled between the Member and the merchant/manufacturer of such Rewards directly. Shell shall not in any way be involved in such claims and/or disputes.

Cancellation, Termination and Suspension

43. Shell may at any time without assigning any reason whatsoever and without prior notice, cancel, suspend and/or terminate the Shell GO+ Loyalty Programme. Members shall not be entitled to any compensation for any such cancellation, suspension and/or termination. Unutilised Points shall be invalidated on cancellation, suspension and/or termination of the Shell GO+ Loyalty Programme.
44. Shell may at any time without assigning any reason whatsoever and without prior notice, cancel, suspend and/or terminate any Shell GO+ Loyalty Programme membership account. The affected Member shall not be entitled to any compensation for any such cancellation, suspension and/or

termination. Unutilised Points shall be invalidated on cancellation, suspension and/or termination of the membership.

45. A Member can choose to cancel his/her Shell GO+ Loyalty Programme membership by contacting Shell's Customer Service at ShellGoPlus-SG@Shell.com. Should a Shell GO+ membership be inactive for a period of 5 years, then such an account will be automatically deleted and any such member wishing to re-join the Shell GO+ Loyalty Programme will have to re-register to create a new membership account.

Limitation of Liability

46. You understand and agree that your participation in the Shell GO+ Loyalty Programme and any associated operation and use of the App and Shell GO+ website shall be your own risk, cost and consequence and that you are solely responsible for any damage suffered by you or any 3rd party as a result of your participation in the Shell GO+ Loyalty Programme or any associated operation and use of the App and Shell GO+ website.
47. Shell shall not be liable for any injury, loss or damage suffered by Members by reason of:
- a. any loss, theft of or damage to any Reward sent to Members by post;
 - b. any failure or omission to notify Members of any changes in the Shell GO+ Loyalty Programme and/or the details relating to accumulation of Points and/or redemption of Rewards;
 - c. any event or occurrence beyond the reasonable control of Shell; or
 - d. his/her participation in Shell GO+ Loyalty Programme, use of the Rewards or the App.
48. Further, Shell shall under no circumstances whatsoever be liable to you or any 3rd party, whether in equity, contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with your participation in the Shell GO+ Loyalty Programme and any associated operation and use of the App and Shell GO+ website for:
- a. loss of actual or anticipated profit, sales, savings, use, business, business opportunity or revenue;
 - b. losses caused by business interruption;
 - c. loss of goodwill or reputation;
 - d. loss or corruption of data, information or software; or
 - e. any indirect, special or consequential cost, expense, loss or damage suffered,
- even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by you and/or Shell.

Shell's Decisions

49. Any claim or disputes relating to the Shell GO+ Loyalty Programme or the use of the Shell GO+ Loyalty Programme shall be referred directly to Shell for decision, whose decision shall be final and binding on the Member and Shell's records of all matters relating to the Shell GO+ Loyalty Programme shall be conclusive and binding on the Member.

C. GENERAL TERMS & CONDITIONS

Use of the App and its contents

1. As long as you comply with these Terms and Conditions, Shell grants to you a non-exclusive, non-transferable, limited right to access, use and display the App. You may download any Content on the App for which express permission has been given (e.g. online application forms and statements) and then, solely to your personal computer for your personal, non-commercial use. You agree you will not:
 - a. alter or remove any copyright, trademark or other proprietary notice of Shell or of any other company appearing on the App;
 - b. modify, frame or edit the Content or publish or sell the Content including but not limited to making the Content available on any other website;
 - c. reverse engineer, translate, adapt or modify any software used in connection with the App;
 - d. create any links from any other website to the App without Shell's express prior written permission;
 - e. use any Content copied from the App for any business, commercial or public purpose; or
 - f. interrupt or agree to interrupt the operation of the App in any way.
2. Shell shall at all times be entitled without giving any reason whatsoever, limit, suspend, revoke, terminate, cancel, and/or discontinue your right to use the App at any time. Shell shall not be responsible for any inconvenience that may be suffered by you as a result of its above actions.
3. Shell shall at all times be entitled to act on any and all instructions or transactions effected via the App, in connection with or arising from, whether directly or indirectly, the use of or the purported use (authorised or unauthorised) of your password.

Data Privacy

4. By your continued participation in the Shell GO+ Loyalty Programme and access or use of the App, you hereby give your consent to Shell for the disclosure of any information, details or particulars provided by you, including but not limited to any personal data provided, to any service provider, its business partner or to any third party which Shell may from time to time transact with, whether directly or indirectly for any purpose whatsoever, including but not limited to cross marketing and administrative purposes. You agree that neither Shell nor any of its officers or employees shall be liable for any loss or damage suffered by you as a result of any disclosure of any information, details or particulars which you have provided to Shell and/or its officers and employees as aforesaid.
5. Your personal data will be processed and protected in accordance with the Shell Privacy Policy available at <https://www.Shell.com.sg/privacy/b2c-notice.html> (and as updated from time to time). By accessing the App and participating in the Shell GO+ Loyalty Programme, you acknowledge that you have read, understood and accepted the Shell Privacy Policy.

Intellectual Property

6. All intellectual property rights ("IPR") contained in or on the Shell GO+ Loyalty Programme, the App and the Shell GO+ Website are owned or licensed to Shell. All content in the Shell GO+ Loyalty Programme, the App, Shell GO+ Website and digital Shell GO+ card including, but not limited to, text, software, scripts, code, designs, graphics, photos, sounds, music, videos, interactive features and all other content ("Content") is a collective work under applicable copyright laws and is the proprietary property of Shell, Shell plc and/or its affiliates. Shell reserves all of its rights in respect of the IPR contained in the Shell GO+ Loyalty Programme, the App, Shell GO+ Website and in respect of the Content.

7. In particular, the Shell GO+ Loyalty Programme, the App and Shell GO+ Website contain trademarks including, but not limited to, the mark "Shell" and the Shell emblem. All trademarks included as part of the Shell GO+ Loyalty Programme, the App and Shell GO+ Website are owned by Shell Brands International ("SBI") or its licensors. Shell reserves all of its rights in respect of the trademarks included as part of the Shell GO+ Loyalty Programme, the App and Shell GO+ Website. Nothing in these Terms and Conditions or otherwise shall be interpreted as granting to you any license of IPR owned by Shell, SBI or its licensors.

Disclaimer of Warranties

8. Shell and any third party who makes its software available in conjunction with or through the App disclaims any responsibility for any harm loss or damages resulting from your use of the App and/or any third-party software accessed in conjunction with or through App. The App and any third-party software made available in conjunction with or through the App are provided on an "as is" basis with no warranties whatsoever. Shell and such third parties expressly disclaim to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties of partner ability, fitness for a particular purpose, and non-infringement of proprietary rights. Shell and any third parties who make their software available in conjunction with or through the App disclaim any warranties regarding availability, security, reliability, timeliness, and performance of the App and such third-party software. You further understand and agree that you download and/or use the App and all third-party software made available in conjunction with or through the App at your own discretion and risk and that you will be solely responsible for any loss or damages to your mobile device system or computer or loss of data that results from the download of use of the App and/or all third-party software.

Alteration and/or Termination of the App

9. Shell may amend all or part of the App at any time. You acknowledge that Shell can withdraw any information, data or content forming a portion of the App, or cease providing the App entirely and terminate this agreement at any time, without liability and without notice for any reason whatsoever.

Unpredictable nature of the App & Interruption of services

10. You understand and acknowledge that the transmission of information through telecommunications channels is unpredictable in nature and depends on, amongst other issues, inter alia, (i) third party telecommunications operators and networks and (ii) the proper maintenance of your receiving equipment. Shell gives no guarantee of the continued availability and quality of reception of the services provided by the App.
11. The services provided under the App may be interrupted, in whole or in part, in a case of force majeure (being events outside the control of either you or Shell) or during periods of maintenance. Shell and/or Shell's designated representative(s) cannot be held liable for any loss or damages caused directly or indirectly by the interruption of all or part of the services provided by the App in the case of force majeure, nor loss of profits, contracts, reputation, nor for any consequential loss of any kind. For the avoidance of doubt, Shell does not exclude its liability for death or personal injury caused from its negligence.

Non-transferable rights

12. The rights to use the App are personal to you, and you may not transfer or assign to a third party any of your rights and obligations as defined in these Terms and Conditions or any other document constituting these Terms and Conditions.

Age limitation clause

13. By using this app, you acknowledge that you are aged 16 and above when you provide us with your personal data and accept this Terms and Conditions.

Indemnity

14. You agree to indemnify Shell and keep Shell indemnified against any claims, damages, losses, expenses, costs, disbursements and other liabilities which may occur against or be suffered by Shell in connection with:
- a. your access and use of the App;
 - b. any improper or unauthorised use of the App by you, or any improper use of your mobile device (whether authorised by you or otherwise);
 - c. any act or omission by any third party (including a relevant mobile or internet service provider);
 - d. any delay or failure in any transmission, despatch or communication facilities; or
 - e. any breach by you of these Terms and Conditions.

Severance

15. Each of the Clauses or sub-clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Clauses or sub-clauses will remain in full force and effect.

Governing law

16. These Terms and Conditions are governed and shall be construed in accordance with the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of Singapore courts.

Updated as of 25 November 2022.

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