

**PREPAID CARD CARDHOLDER AGREEMENT**

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695 and Canadian Patent No. 2,215,969.

**DISCLOSURES: Please read this Agreement carefully and retain a copy for your records.***The following terms and conditions govern your use of the Prepaid Card. By signing or using the Prepaid Card, you are agreeing to these terms and conditions, and to the fee(s) stated below, if any, associated with the Card.***CARD ISSUER:** This Card is issued by Peoples Trust Company.**CARD INFORMATION:** For the activation date, balance, terms and conditions or card information visit [www.shell.ca/card](http://www.shell.ca/card) or call toll-free 1.800.989.8099.**SPLIT TENDER TRANSACTION:** If you do not have enough funds available on your Card to cover the entire transaction amount, some Merchants will support a "split tender transaction" where you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with an alternative payment method.**CARD RESTRICTIONS:** Card can be used only to purchase goods and services at authorized Shell Merchants. This Card is not reloadable or redeemable for cash, and may not be used at ATMs. The Card may be deactivated at any time if fraud is suspected. The Card cannot be used for recurring payments, or for payments on a credit account, or for any illegal transaction. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$125.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. The Card is not reloadable or refundable.**NO EXPIRY; CARD PLASTIC 'VALID THRU' DATE:** Your right to use the funds loaded onto the Card does not expire. Please note that the Card has a "valid thru" date imprinted on the Card. This is the date after which you may not use the Card. However, expiration of the "valid thru" date does not mean the Balance remaining on the Card expires. If there is a remaining Balance on the Card after the "valid thru" date, simply contact us at the customer service number on the Card for directions on how to redeem the remaining Balance. To obtain the "valid thru" date, go to [www.shell.ca/card](http://www.shell.ca/card) or call 1.800.989.8099.**LOST OR STOLEN CARD:** You agree to protect your Card against loss, theft, or unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use your Card without your permission, you agree to notify us IMMEDIATELY by calling 1.800.989.8099. All transactions carried out prior to such notification shall be deemed to have been authorized by you. You will be asked to provide us with your name, the Card number, and the original Card value and transaction history. We cannot re-issue a Card if you do not have your Card number. If our records show that a Balance still remains on the Card, we will cancel the Card and make such available Balance amounts available to you on a re-issued Card. It may take up to thirty (30) days to process your re-issuance request.**FEES:** This Card has no fees. Peoples Trust Company will not impose a new fee or raise existing fee in association with the Card.**Card funds are not insured by the Canada Deposit Insurance Corporation (CDIC).****DEFINITIONS** "Agreement" means the terms and conditions set out in this Cardholder Agreement, which govern your use of the Card. The terms "Card" and "Prepaid Card" mean the Prepaid Card issued by Peoples Trust Company. The value of the funds on the Card is referred to herein as the "Balance". "Cardholder" means an individual who activates, receives and/or uses the Card. "Distributor" shall mean each Shell location in Canada which offers the Cards for sale to consumers. Distributors are not agents or representatives of Peoples Trust Company and have no authority with respect to the Cards. "Transaction Amount" means the amount that is debited from the Balance in connection with your use of the Card, which amount includes both the amount of the Balance to be transferred and the fees and taxes imposed to complete the transaction. "Merchant" means a retail establishment that is authorized to accept the Card. "Peoples Trust" means Peoples Trust Company, the issuer of the Card. "We", "us" and "our" mean Peoples Trust, and all associated and affiliated third parties required to fulfill and manage your Card. "You", "your" and "yours", each means the Cardholder. The "Website" means [www.shell.ca/card](http://www.shell.ca/card).**THE PREPAID CARD** The Card is a stored-value, prepaid card that is the property of Peoples Trust and is subject to the terms of this Agreement. The Card is not a credit card, charge card, or debit card, and its usage will not enhance or improve your credit rating. No interest dividends or other earnings or returns will be paid on the Card Balance. Neither the Card nor the Balance is a deposit account. For greater certainty, you shall have no right to write cheques on or demand repayment of the outstanding Balance of available funds on the Card, but are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from authorized Merchants.**AVAILABLE BALANCE** Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable taxes or other charges assessed by the Merchant. If, however, due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative Balance, you agree to reimburse us upon request for the amount of the Transaction Amount in excess of the Balance. You agree that we may look or revoke the Card without notice if we do not receive funds from you in the full amount of the activated Balance on the Card.**RECOVERY FROM LOSS, THEFT, OR UNAUTHORIZED USE** You agree, to the extent permitted by law, to cooperate completely with us in our attempts to recover from unauthorized users and to assist in their prosecution.**LIMITATIONS ON USE** If the Card program allows for "card not present" transactions, Internet, mail and phone order purchases may require that you register your Card. If you wish to register your Card, go to the Website and enter your name and address prior to performing a card-not-present transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement. For information about the Distributor and Merchants, please visit the Website.**OWNERSHIP AND USE OF THE CARD** The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request. If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person.

To use the Card, simply present the Card at the time of payment, and sign the receipt. You may wish to retain the receipt as a record of the transaction. As you use the Card, the Card's Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient.

You agree that we are not required to verify the signature on any sales draft prepared in connection with a transaction on your Card. You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any particular transaction, regardless of our reason.

**ACTIVATING THE CARD** The Card has no value until it is activated by the cashier at the time of purchase. We recommend that you write down the Card number and the customer service number in case the Card is lost or stolen.**INFORMATION ABOUT BALANCE** You should keep track of the Balance remaining on your Card. To obtain the current Balance amount, request information on previous transactions, or for customer service, you may call us at any time using the toll-free customer service number at 1.800.989.8099, as shown on the back of your Card or by visiting the Website. Your Card Balance will reflect all transactions that have been posted to our system. If you have a question or a problem about a posted transaction (for example, a transaction that appears to be a duplicate transaction) you must notify us immediately and no later than sixty (60) days from the date of the transaction or you will be deemed to have accepted such posted transaction. You must tell us your Card number, the date and dollar amount of the error, and explain as clearly as possible why you believe there is an error. If we ask you to put your dispute in writing, you agree to do so within five (5) business days. We will investigate and will notify you of the results of our investigation within sixty (60) business days.**NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE** From time to time, Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about the Balance on your Card. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.**WEBSITE AND AVAILABILITY** You agree that we will not be responsible for temporary interruptions in Website service due to maintenance, Website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts. You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

**PURCHASE DISPUTES AND REFUNDS** If there is any dispute in regard to purchases you make using the Card, you agree to settle such disputes with the Merchant from whom the purchase was made. We are not responsible for any problems that you may have with any goods or services that you purchase with your Card, whether with regard to quality, safety, legality, or any other aspect of your purchase. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Balance on your Card in place of cash.**YOUR LIMITED RIGHT TO CANCEL** If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card before it is used along with the original receipt, by mail postage prepaid, to ATTN: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1 within thirty (30) calendar days after the activation date. If the Card is returned in a timely manner before it is used, you will receive a refund of the amount on the Card. **No refunds will be honoured unless (a) the Card is returned unused by mail post-marked within the thirty (30) calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt.** Information concerning this cancellation program may be obtained by calling 1.800.989.8099. Requests for cancellation may take up to sixty (60) days to process.**TERMINATION OF PROGRAM** We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by mail, postage prepaid, to ATTN: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. **No refunds will be honoured unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to sixty (60) days to process.** For inquiries concerning surrenders and redemptions, call 1.800.989.8099.**NOTICE OF DATA PROTECTION AND PRIVACY POLICY** Peoples Trust may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Distributor, such as your name and/or your address, (ii) provided by you contacting customer service (see CONTACT INFORMATION section of the Agreement), and (iii) about purchases you made with the Card, such as the date of the purchase, the amount and the place of purchase. We may also obtain information from third parties, including providers of identification services and demographic information. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and rectification in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be rectified, where necessary. Peoples Trust maintains physical, electronic, and procedural security measures that comply with Canadian regulations to safeguard Cardholder Information.

Disclosure: We may use Cardholder Information to process Card transactions, to provide Customer Service in other countries (including the transfer of your information to individuals or organizations in the United States) in which we service our Cardholders, to process claims for lost or stolen Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. If you have provided your consent, we and/or our Distributor may use Cardholder Information for direct mail communications and/or emails about upcoming promotions and offers. Peoples Trust will provide information about you and your participation in the program to the Distributor. Peoples Trust may provide certain Cardholder Information to others as permitted by law, such as to government entities or other third parties in response to subpoenas.

The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, Peoples Trust will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above. Should you not wish to accept these data protection terms and conditions, or wish to withdraw your consent and, therefore, cancel the Card, you must communicate with our customer service and request we cancel the Card and discontinue any further use of your personal information.

**ASSIGNMENT AND WAIVER** At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. This Agreement will remain binding on you and your respective executors, administrators, successors, representatives and permitted assigns. In the event we reimburse you for a refund claim you have made or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. If we do not exercise our rights under this Agreement, we do not give up our rights to exercise them in the future. For the most recent version of the Cardholder Agreement or Terms and Conditions, please visit the Website.**DISCLAIMER OF WARRANTIES EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, CUSTOMER SERVICE FUNCTIONS, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.****LIMITATION OF LIABILITY EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO HONOUR THE CARD, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL AND DIRECT DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.****GOVERNING LAW** This Agreement will be governed by the federal laws of Canada.**ENTIRE AGREEMENT** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.**SECTION HEADINGS** Section headings in this Agreement are for reference only, and shall not govern the interpretation of any provision of this Agreement.**SEVERABILITY** If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.**CONTACT INFORMATION** If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service for Prepaid Cards at 1.800.989.8099 or write to: Prepaid Card Customer Service, 3085 Kingston Road, Suite 123, Toronto, Ontario M1M 1P1. For the most recent version of the Cardholder Agreement or Terms and Conditions of this Agreement, please visit: [www.shell.ca/card](http://www.shell.ca/card).

