

Shell Card – Terms and Conditions – Spotto

This Shell Card is issued by Cabcharge Payments Pty Ltd ABN 22 615 032 427, trading as Spotto Payments (“Spotto”). By accepting this card, you agree to these terms and conditions. The Shell Card is facilitated through Viva Energy Australia Pty Ltd ABN 46 004 610 459 (“Viva Energy”).

1. Definitions and Interpretation

In these Terms and Conditions unless the context otherwise requires:

“**Accountholder**” means a person who has entered into a Spotto Payments Merchant Agreement with Spotto.

“**Bonus Discount**” means any additional discount provided for a fixed duration and notified to you by Spotto.

“**Chargeback**” has the meaning given to it in the Spotto Payments Merchant Agreement.

“**Discount**” means a discount offered to the Accountholder, presented as a cent per litre deduction from the retailer’s pump price on certain Product and at certain Nominated Premises, as communicated to the Accountholder by Spotto from time to time.

“**Invalid Transaction**” has the meaning given to it in the Spotto Payments Merchant Agreement.

“**Motor Fuels**” means unleaded, unleaded E10, Unleaded 95, premium unleaded, V-Power, liquefied natural gas (LNG) and diesel fuel (on-road use only), together with other motor fuels nominated by Viva Energy from time to time as available on the Accountholder’s Shell Card at Nominated Premises.

“**Nominated Premises**” means the premises nominated by Viva Energy from time to time as Shell Card merchants.

“**Non-Shell LPG**” means automotive LPG, other than Shell LPG.

“**Personal Information**” means information or an opinion about an identified individual, or an individual who is reasonably identifiable; as defined by the *Privacy Act 1988* (Cth).

“**Personal Shell Card**” means the Shell Card for use by the Accountholder, whose name is recorded on the Shell Card.

“**Product**” means Motor Fuels, Shell LPG, and Non-Shell LPG.

“**Shell Card**” means all Shell Cards (including, without limitation, Personal Shell Cards) issued to the Accountholder.

“**Shell LPG**” means automotive LPG sold at the Nominated Premises under the Shell “AutoGas” brand.

“**Spotto Account**” means the Accountholder’s account with Spotto pursuant to the Spotto Payments Merchant Agreement whereby the Accountholder is provided with a Spotto payment terminal to process taxi fare transactions.

“**Terms and Conditions**” includes these Shell Card Terms and Conditions as amended from time to time, together with any other terms relating to the Shell Card contained in written correspondence from Spotto.

2. Shell Card

- a) If Spotto accepts an Accountholder’s application, Spotto may issue a Personal Shell Card to the Accountholder.
- b) Spotto may elect, at any time in its absolute discretion, to not issue a Shell Card or a particular type of Shell Card to an Accountholder, including for the following reasons:

- i) over the preceding calendar month, the Accountholder has not processed greater than \$2,000 in taxi fares using their Spotto Account;
 - ii) the Accountholder has a negative Spotto Account balance;
 - iii) there are Chargebacks or Invalid Transactions on the Accountholder’s Spotto Account.
- c) A Shell Card allows Accountholders to purchase Product at Nominated Premises in accordance with these Terms and Conditions.
 - d) Fuel discounts may apply as set out in clause 14.

3. Supply of Product

- a) Spotto has no responsibility for the supply of Product and will not be liable for a failure or delay in delivery.
- b) If a valid Shell Card is presented at a Nominated Premises, supply of Product will be made to the Accountholder, subject to any transaction limits set by Spotto from time to time.
- c) To the extent permitted by law, Spotto 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).

4. Accountholder’s purchases

- a) When using a Shell Card the Accountholder is deemed to purchase the Products from Viva Energy. Property in the Product purchased on a Shell Card will pass to the Accountholder immediately prior to the product passing into the storage tank of the relevant vehicle.
- b) It is a condition of use of a Shell Card that the Accountholder’s purchases, either any of its Shell Cards, Products to the value of not less than \$150 per calendar month.

5. Card Use

Unless Spotto has received the Accountholder’s notification in writing of loss, theft or possible unauthorised use of a Shell Card, the Accountholder authorises Spotto to debit, on a daily basis, the Accountholder’s Spotto Account with every purchase of Products made by a person presenting a Shell Card at a Nominated Premises to whom the Products were supplied, including where a transaction exceeds any transaction limit set by Spotto. It is the obligation of the Accountholder to collect and retain sales dockets issued at the time Products are purchased.

6. Card Security

The Accountholder acknowledges that Shell Cards are issued as a management tool and do not provide additional security. The Accountholder will be liable to Spotto for all transactions made with a Shell Card. It is the responsibility of the Accountholder to ensure that the Shell Card presented by the person refuelling is valid for use by the person presenting the card.

7. Card Limits

- a) An aggregate transaction limit of \$80 per Shell Card per day has been set. This limit may be adjusted by Spotto in its absolute discretion.
- b) Shell Cards can only be used for the purchase of Products.

8. Unauthorised User

Except as otherwise expressly stated in these Terms and Conditions, the Accountholder will be liable to Spotto for all Shell Card transactions processed on the Accountholder’s Shell Card(s), including, without

limitation, where, in respect of a Shell Card, a transaction is processed in circumstances where the Accountholder is not the person presenting the Shell Card.

9. PIN

If a PIN is issued with a Shell Card, the Accountholder must use the PIN when using the Shell Card at a Nominated Premises. The Accountholder must ensure that the PIN is not disclosed directly or indirectly to any person not authorised to use the Shell Card.

10. Property

All Shell Cards remain the property of Viva Energy. The Accountholder must immediately return all Shell Cards that are no longer used, or are expired, cancelled or otherwise invalid, to Spotto cut in half, unless otherwise agreed.

11. Lost, Stolen or Misused Cards

- a) If a Shell Card is lost, stolen or subject to unauthorised use, the Accountholder must immediately notify Spotto at:
Telephone 1300 776 886
Email: support@spotto.com.au
In person at any Spotto office.
- b) Alternatively, Accountholders may also contact Viva Energy at:
Shell Card Customer Service Centre
GPO Box 872K MELBOURNE 3001
Telephone 13 16 18
Facsimile 1300 134 472
Email: shellcard-au@vivaenergy.com.au
- c) If an Accountholder notifies Viva Energy, a copy must also be sent to Spotto using the details above.
- d) 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.
- e) The Accountholder will be liable for any use of a Shell Card by any person before notification in accordance with these Terms and Conditions.
- f) After Spotto or Viva Energy 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.
- g) The Accountholder must provide Spotto and Viva Energy 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.

12. Cancellation of Shell Cards

- a) Viva Energy and/or Spotto may either suspend, cancel or terminate any or all of the Accountholder's Shell Cards for any reason at any time without notice and without liability, including without limitation:
 - i) for breach by the Accountholder of these Terms and Conditions;
 - ii) for non-use of a Shell Card;
 - iii) for Spotto payment terminal usage of less than \$2,000 in taxi fares processed per calendar month;
 - iv) if the Accountholder incurs any Chargebacks on their Spotto Account;
 - v) or any transactions processed through their Spotto Account are deemed to be Invalid Transactions.
- b) The Accountholder must destroy or cut in half all cancelled Shell Cards immediately.
- c) Spotto or Viva Energy will cancel an Accountholder's Shell Card(s) if the Accountholder forwards to Spotto

a written authorisation in a form approved by Viva Energy to cancel them.

- d) The Accountholder will remain liable in respect of the use of any Shell Card up until:
 - i) in the case of Spotto or Viva Energy cancelling the Shell Card, the destruction of the Shell Card; and
 - ii) in the case of the Accountholder cancelling the Shell Card, the date on which the Shell Card is cancelled by Viva Energy or Spotto.
- e) On cancellation of all of the Accountholder's Shell Cards, the debit balance owing on the Shell Card(s) becomes immediately due and payable to Spotto.

13. Effecting a Purchase of Products

a) Sales Docket

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

- i) Card number;
- ii) Description of Product;
- iii) Pump price of Product (if applicable);
- iv) Quantity of Product;
- v) Total value of Product (based on the pump price, if applicable);
- vi) Time and date of purchase;
- vii) Odometer reading (if applicable and where provided); and
- viii) Name and address of the Nominated Premises.

The Accountholder acknowledges that the sales docket is the only confirmation of the transaction issued to the Accountholder at the point of sale and that the sales docket will detail the pump price and not the discounted price for the Product sold. Instead, the Spotto for Taxi Drivers mobile app will detail the discounted price for each transaction.

b) Manual Transactions

Where a Shell Card transaction is completed manually at a Nominated Premises, the Accountholder must sign the sales docket.

14. Price

- a) Discounts (including Bonus Discounts), when available, can only be accessed at Coles Express sites and are presented as a cents per litre deduction from the retailer's pump price on the following Products only: Shell Unleaded, Shell Unleaded 95 / Premium Unleaded, Shell Unleaded E10, Shell V Power, Shell Diesel, and Shell LPG products.
- b) Discounts may vary from time to time and are as communicated by Spotto.
- c) From time to time, a Bonus Discount may be offered at the discretion of Spotto.
- d) Bonus Discounts will only be offered for limited time periods.
A Bonus Discount, when available, can only be accessed at Coles Express sites and is presented as a cent per litre deduction from the retailer's pump price on the following products only: Shell Unleaded, Shell Unleaded 95 / Premium Unleaded, Shell Unleaded E10, Shell V Power, Shell Diesel, and Shell LPG products.
- e) As an introductory offer, a Bonus Discount will be provided to Accountholders with a Shell Card during the period 1st November 2018 – 30th April 2019.
- f) Locations of Coles Express outlets can be found through the following link
<https://www.colesexpress.com.au/store-locator.aspx>.

- g) Unless otherwise agreed by the parties in writing, the Accountholder will be charged the GST inclusive price for Products, being the GST inclusive pump price at the time the fuel is purchased from Coles Express less any agreed discount (expressed on a GST inclusive basis).
- h) Spotto, in its sole discretion, may amend any Discount, Bonus Discount or Product or Nominated Premises offered under a Discount or Bonus Discount at any time.

15. Charges for Use of Shell Card

For purchases made on the Accountholder's Shell Card, Spotto will debit the Accountholder's Spotto Account on a daily basis with:

- a) The price of the Products (net of the applicable discount);
- b) Fees from Viva Energy (if applicable);
- c) Government taxes and charges; and
- d) Reasonable enforcement expenses incurred in enforcing these Terms and Conditions (if applicable).

16. Shell Card Invoice and Payment terms

- a) Spotto will make available fuel transaction reporting through the Spotto for Taxi Drivers mobile app as well as the monthly email statement in accordance with the Spotto Payments Merchant Agreement, which will also include the Accountholder's Shell Card purchases and any applicable charges.
- b) Monthly tax invoices will be distributed to Accountholders in accordance with the Spotto Payments Merchant Agreement, with outstanding fuel costs to be included in the total amount owing. The Accountholder's Spotto Account will be debited on a daily basis for the amount owing.
- c) Spotto Account balances greater than \$150 in debit will be direct debited on a weekly basis from the Accountholder's bank account in accordance with the Spotto Payments Merchant Agreement.
- d) If there are insufficient funds in an Accountholder's bank account, the Accountholder must pay the amount outstanding within 5 business days of being notified by Spotto, including any penalties, in full without asserting any set off, counter claim or right to withhold whatsoever.
- e) If any amounts are not paid by 5 business days, Spotto reserves the right to cancel the Accountholder's Shell Card(s).

17. Security

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

18. Data Protection

- a) Where Spotto receives, collects or handles Personal Information in the course of processing and administering the Accountholder's Shell Card, Spotto 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) The Accountholder acknowledges and consents to Personal Information being shared with Viva Energy for the purpose of providing Shell Cards.
- c) All Personal Information collected by Spotto and Viva Energy will be treated in accordance with the Privacy Act 1988 (Cth) and Spotto's Privacy Policy (at

https://spotto.com.au/assets/Spotto_Privacy_Policy.pdf), as amended from time to time, and Viva Energy's Privacy Policy (at <https://www.vivaenergy.com.au/contact-us/privacy-policy>).

- d) The Accountholder consents to this use by Spotto of its Personal Information.

19. 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 docket, the Accountholder will advise Spotto in writing within 30 days of receiving the transaction report, tax invoice or sales docket and will produce to Spotto on request a copy of the relevant transaction report, tax invoice or sales docket in respect of the transaction. Spotto will provide all information to Viva Energy to respond.
- b) Subject to law, Viva Energy 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 docket.
- c) In the event of a pricing dispute relating to Products purchased and processed manually, the copy of the sales docket retained by Viva Energy will be prima facie evidence of the transaction.
- d) In the event of a pricing dispute relating to Products purchased and processed electronically, the details of the sales docket will be prima facie evidence of the transaction.
- e) 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.

20. Change in Terms and Conditions

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

21. Set Off

If the Accountholder is in breach of this Agreement, Spotto may, without notice, combine any account that the Accountholder or any of its Related Entities (as that term is defined in the *Corporations Act 2001* (Cth) hold with Spotto or any of its Related Entities and set off or deduct any amount that is or may become owing by the Accountholder to Spotto under this Agreement. This clause 22 overrides any other document or agreement to the contrary.

22. Accountholder's Details

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

23. Notices

- a) Spotto may give a notice by
 - i) Delivering it personally to the Accountholder; or

- ii) Leaving it at, or sending it by post, facsimile or email to the Accountholder's address as per records with Spotto.
- b) Except in the case of notice by post, the notice shall be deemed given on the date it is sent by Spotto. Notices sent by post shall be deemed to have been received on the 3rd day after posting.
- c) In addition to giving notice to Spotto in any other way permitted by law, the Accountholder must provide notice in writing and notice will not be effective until receipt by Spotto at:
Spotto – Fuel Card
PO Box 700,
Paddington, NSW 2021.
Email: support@Spotto.com.au

24. Government Charges

Spotto has the right to charge the Accountholder 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. 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 Viva Energy, 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 these Terms and Conditions, "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 Spotto 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

- a) 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 or obligations under these Terms and Conditions.
- b) Spotto, without the Accountholder's consent, may assign or transfer by novation any of its rights 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

The Accountholder acknowledges that Spotto may receive commissions, volume discounts, fees and other benefits in connection with the supply of Product 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. Trustee

If the Accountholder carries on business as a trustee, the Accountholder is bound by these Terms and Conditions both as trustee and in its own capacity.

32. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws in force in the State of Victoria, and any proceedings arising out of these Terms and Conditions shall be determined by a court of competent jurisdiction in that State.

Loyalty Card - Terms and Conditions

This loyalty card ("Loyalty Card") is issued by Cabcharge Payments Pty Ltd ABN 22 615 032 427, trading as Spotto Payments ("Spotto"). By accepting this card, you agree to these terms and conditions. The Loyalty Card is facilitated through Viva Energy Australia Pty Ltd ABN 46 004 610 459 ("Viva Energy").

1. The Loyalty Card is available to Accountholders that have been approved by Spotto to receive a Shell Card.
2. Any failure to adhere to these terms and conditions may result in cancellation and/or confiscation of the Loyalty Card by Spotto.
3. The Loyalty Card is accepted at participating Shell Coles Express sites ("Participating Sites")

<https://www.colesexpress.com.au/store-locator.aspx> .

The list of Participating Sites is subject to change at any time without prior notice. Please check this list prior to and when planning your use of the Loyalty Card.

Discount entitlement

4. The Loyalty Card entitles you as the holder of the card to a to 2 cents per litre ("CPL") discount on the pump price of up to an aggregate of 150 litres per day of ULP, PULP, V-Power, E10, LPG and/or Diesel at Participating Sites ("Discount"). This Discount is not available for AdBlue, shop items or lubricants.
5. The Loyalty Card can be used in conjunction with, and aggregated to, other fuel discount docket and in store discount offers published by Coles Express and Coles that are prevailing at the time the Loyalty Card is in use.
6. The Participating Sites will ensure that where Loyalty Card holders present the Loyalty Card in conjunction or combination with:
 - a) a valid Coles Supermarket discount docket; or
 - b) a prevailing Coles Express in store discount offer (each a **Coles Discount**), the Loyalty Card holder will receive a discount that is the total of each Coles Discount plus the Loyalty Card Discount (the **Total Discount**).

For the avoidance of doubt, as at 31 July 2018 the Total Discount is 16cpl and comprises;

- i. Loyalty Card Discount (that is, 2cpl)(inclusive of GST);
 - ii. Coles Supermarket discount docket (that is, 4cpl)(inclusive of GST); and
 - iii. Spend \$20 in store at Coles Express (that is, 10cpl)(inclusive of GST).
7. Any unused entitlement cannot be accrued for future use.
 8. A single transaction which exceeds 150 litres will be eligible for the Discount for the first 150 litres only.
 9. The amount of the discount may be changed at any time without prior notice. Any change to the amount of the discount will be published within the Spotto for Taxi Drivers mobile app Please check this prior to and when planning your use of the Loyalty Card.
 10. To receive the Discount you must present your Loyalty Card at the time of purchase and prior to making payment.
 11. The Discount will automatically be applied to your purchase and cannot be redeemed for cash.
 12. The Discount cannot be transferred between Loyalty Cards or from previously held Loyalty Cards.
 13. Payment of your discounted purchases must be made at the time of purchase.
 14. The Loyalty Card is valid from when you receive the card until the expiry date, unless terminated earlier by Viva Energy or Spotto in

accordance with these terms and conditions. The expiry date can be found on the front of the Loyalty Card.

15. The Loyalty Card cannot be used in conjunction with any other promotion or discount (including Shell Card purchases) and is only available for cash, debit or credit card transactions. The Shell Card cannot be used for payment when using the Loyalty Card.

16. You are obliged to pay the price advised by the participating site console operator.

Loyalty Card Use

17. Your Loyalty Card remains the property of Viva Energy at all times. You must not copy or reproduce your Loyalty Card. You must return your Loyalty Card if you are asked to do so.

18. Your Loyalty Card is for your personal use only and is not to be provided to others for their usage or used for purchases made by others. You may be required to present identification at the point of sale when using your Loyalty Card.

19. Viva Energy and Spotto reserve the right to withdraw the Loyalty Card or this Discount programme at any time without notice.

20. Use of your Loyalty Card may be monitored. If Viva Energy reasonably considers (in its sole discretion) there to be unusual patterns of use, use inconsistent with personal use, and/or increased frequency and/or volume, your Loyalty Card may be cancelled.

21. The holder of the Loyalty Card is the only authorised user to use and obtain the Discount.

22. The Loyalty Card is not a credit card or charge card.

23. The Loyalty Card is invalid and cannot be used if:

- c) the expiry date has passed;
- d) the expiry date is illegible;
- e) the Loyalty Card has been tampered with in any way;
- f) the Loyalty Card has been withdrawn or this Discount programme has been withdrawn by Spotto or Viva Energy; and/or
- g) the Loyalty Card has been reported stolen or lost to Spotto or Viva Energy.

24. Viva Energy reserves the right in its sole discretion (through the site console operator) to refuse a Loyalty Card that Viva Energy deems to be invalid.

25. If the Loyalty Card is lost or stolen Viva Energy and/or Spotto are not obliged to replace it.

26. If the Loyalty Card is not accepted or honoured due to it being presented at a non-participating site, neither Viva Energy nor Spotto will be liable for any loss or damage you incur as a result.

27. Neither Viva Energy nor Spotto are liable if the Loyalty Card is confiscated or rejected for any reason.

28. Any enquiries or disputes in relation to the Loyalty Card are to be directed to support@Spotto.com.au .

Miscellaneous

29. You agree to use your best endeavours to minimise all health, safety and environmental risks whilst visiting a Participating Site.

30. Viva Energy and Spotto reserve the right to vary, suspend, modify or terminate these terms and conditions at any time without prior notice. Updated terms and conditions will be made available through the Spotto for Taxi Drivers mobile app.

Privacy Notice

31. Spotto collects your personal information (such as your name and contact details) when you apply for a Shell Fuel Card and, in some circumstances, directly from you. Spotto will use and disclose your personal information to the extent necessary to facilitate the: (i) issue and distribution of the Loyalty Card; (ii) the offer of the Discount; and (iii) the administration and monitoring the Loyalty Card

and the discount programme. In particular your personal information may be disclosed to Viva Energy to the extent necessary to carry out the activities outlined above. If you do not provide this information we would not be able to provide you with a Loyalty Card and process and supply you with the Discount.

32. Viva Energy and Spotto may share your personal information with companies related to them, Participating Sites and with third party service providers (who may be overseas) for the purposes described at paragraph 31 above.

33. Spotto's Privacy Policy is available https://spotto.com.au/assets/Spotto_Privacy_Policy.pdf and Viva Energy's Privacy Policy is available at <https://www.vivaenergy.com.au/contact-us/privacy-policy>. Those Privacy Policies contain information about how Spotto and/or Viva Energy handle your personal information, how you can access and correct it, how to make a complaint if you feel Spotto and/or Viva Energy have not handled your personal information correctly and how Spotto and/or Viva Energy deal with complaints.

Limitation of Liability

34. To the extent permitted by law, neither Viva Energy nor Spotto will be liable for any loss or damage you suffer or incur as a result of, and will not provide any refund, compensation or other payment for:

- a) Any delay in issuing or activating your Loyalty Card;
- b) Any unauthorised use of your Loyalty Card;
- c) Any lost or theft of your Loyalty Card;
- d) Any invalid Loyalty Card;
- e) Any termination or cancellation of your Loyalty Card;
- f) Any early termination of the discount programme;
- g) Any failure to notify you of any changes to these Terms and Conditions; or
- h) Any losses or damages howsoever caused as a result of your use of this Loyalty Card or this Discount programme.

35. Spotto will not be liable and takes no responsibility for any fuel or other products supplied by Viva Energy or Participating Sites.

36. Neither Spotto nor Viva Energy make any representations, guarantees or warranties with respect to this Loyalty Card and this Discount programme. Warranties and guarantees which apply to the Loyalty Card and the Discount programme are limited to those that are non-excludable at law. Where any law provides a warranty or guarantee which may not be excluded our liability will be limited to the maximum extent permitted by that law.

37. This Loyalty Card is offered as a gift to Accountholders who match the relevant criteria under these Terms and Conditions and as such no consideration is paid or payable for the Discount offered under these Terms and Conditions.