

WEBSITE PROVIDER Website: General Terms and Conditions of Use

Please read these terms and conditions of use (the "Terms and Conditions of Use") carefully before using this website (the "**Website**"). By accessing or using this Website or any functionality thereof on any computer, mobile phone, tablet, console or other device (together "**Devices**" and each a "**Device**"), you confirm that you have read, understood and agreed to be bound by these Terms and Conditions of Use.

If you do not agree to these Terms and Conditions of Use, please do not access or use the Website or any functionality thereof.

We recommend that you print or save a copy of these terms for future reference.

1. Owner and Operator Information

- 1.1 The Website [Shell Fleet Assistant](#) is provided by Shell Hungary c.Ltd. (the "WEBSITE PROVIDER"), a company incorporated under the laws of Hungary and having its registered office registered office is at Hungary, 1113 Budapest, Bocskai str. 134-146.. WEBSITE PROVIDER company registration number is 01-10-042420. WEBSITE PROVIDER VAT number is 10891810-2-44.
- 1.2 The Website is owned by EuroShell Card B.V. with its registered office in Rotterdam (3012 CM) at Weena 70.
- 1.3 For the purpose of these Terms and Conditions of Use, any reference to "**WEBSITE PROVIDER**", "**we**" or "**us**" may be a reference to the WEBSITE PROVIDER group of companies in general, or to any one company within the WEBSITE PROVIDER group of companies if no useful purpose is served by identifying that specific company.
- 1.4 To contact us, please contact us at the phone number [**\(+40\)373.788.652**](tel:+3630373788652) or send us an email at the address [**serviciiclienti@shell.com**](mailto:serviciiclienti@shell.com)

2. User Restrictions and Access

- 2.1 This Website is intended for WEBSITE PROVIDER customers only, who concluded an Agreement on the Use of euroShell Fuel Cards and may not be used by any person who is not given access by WEBSITE PROVIDER and/or is not legally entitled to use the Website.
- 2.2 In order to use certain current or future functionalities of this Website, you may be required to register or to create an account.
- 2.3 If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party nor allow any unauthorized person access to the Website under your username and/or password. You are responsible for any actions that take place while using your Website account and we are not liable for any loss that results from the unauthorized use of your username and/or password, with or without your knowledge.
We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions of Use.
If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us.
- 2.4 The use of the Website is free of charge but be aware that your telco's/carrier's normal rates apply.
- 2.5 The Website contains services and features that are available only to certain mobile Devices.

- 2.6 By using the Website, you agree that we may communicate with you by electronic means including to your Device and that certain information about your use of these services may be shared with us (in accordance with our Privacy Notice). If your details change, you will have to promptly notify us such change to ensure that you continue to receive our communications. If you change or deactivate your mobile phone number, you have to immediately update your user account information to ensure that we don't send your messages to the person who acquired your old number.

3. Acceptable use

3.1 You *may*:

- (a) access any part of the Website (save that the User Generated Content uploaded by you in your customer specific area may only be seen by you); and
- (b) print off one copy of any or all of the pages for your own use.

3.2 You *may not*:

- (a) copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way or otherwise use any material contained in the Website (including User Generated Content, unless it is your own User Generated Content that you legally post to the Website or associated forum) except as set out under Clause 3.1 above. These restrictions apply in relation to all or part of the content;
- (b) remove any copyright, trademark or other intellectual property notices contained in the original material from any material copied or printed off from the Website;
- (c) use the Website (or any part of it) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms and Conditions of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious codes, including viruses, or harmful data, into the Website or any operating system;
- (d) use the Website in a way which could damage, disable, overburden, impair or compromise WEBSITE PROVIDER's systems or security or interfere with other users;
- (e) collect or harvest any information or data from the Website or our systems or attempt to decipher any transmissions to or from the servers running any part of the Website; or
- (f) change or delete any ownership notices from materials downloaded or printed from the Website;
- (g) circumvent or modify any Website security technology or software, without WEBSITE PROVIDER's express written consent.
- (h) attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.
- (i) attack our site via a denial-of-service attack or a distributed denial-of service attack.

3.3 If you wish to provide a hypertext or other link to this Website, please send us an email at the contact address mentioned on the Website, which contains details of:

- (a) the URL(s) of the web page(s) from which you are proposing to link to this Website; and
- (b) the URL(s) of the web page(s) on this Website to which you are proposing to link.

3.4 WEBSITE PROVIDER may, at its sole discretion, agree to or reject any request made in accordance with Clause 3.3 above. WEBSITE PROVIDER has no obligation to agree to any such request or to provide any reason for accepting or rejecting any such request.

4. User Generated Content

4.1 "User Generated Content" is any content such as communications, information, messages, photographs, music, videos, designs, graphics, website links, data, profiles that you and/or other

Website users post or otherwise make available on or through the Website, except to the extent that such content is owned by or licensed to WEBSITE PROVIDER.

- 4.2 Use of any functionality which allows you to post or submit any User Generated Content on or through the website is subject to these Website Terms and Conditions of Use and any specific conditions, directions or instructions given by WEBSITE PROVIDER from time to time. You are solely responsible for your User Generated Content, your interactions with other users of the Website and your activity on the Website. You agree not to post any content or make any communications which may expose WEBSITE PROVIDER or any of the Website's users to harm or liability of any type. You agree not to post or submit User Generated Content, or a link to a website, which, is illegal, fraudulent, deceptive, misleading, libelous, infringing, harassing, hateful, threatening, abusive, pornographic, offensive in a sexual, racial, cultural or ethnic context or is otherwise objectionable.
- 4.3 You confirm that you own or control all rights in any User Generated Content that you post or submit on or through the Website. You agree not to submit User Generated Content unless you are the owner or have permission of the owner to post such User Generated Content. You confirm not to post photos or videos of another person or showing another person without that person's permission.
- 4.4 Your User Generated Content is not confidential or proprietary. You grant, and warrant that you have the right to grant to WEBSITE PROVIDER a non-exclusive, non-revocable, worldwide, transferable, royalty-free, perpetual right to use your User Generated Content in any manner of media now or later developed for any purpose, commercial, advertising or otherwise, including the right to store, translate, display, reproduce, modify, create derivative work, sub-license, distribute, assign and commercialize without any payment due to you.
- 4.5 Should any part of this Website offer you the opportunity to join in or read from a forum, please be aware that any communications posted on the forum represent the views of the individual who posted such communication and are not to be taken as the views of WEBSITE PROVIDER.
- 4.6 You agree not to post any User Generated Content that includes "junk mail", "chain letters", "pyramid schemes" or other forms of solicitation. Do not use automated scripts to collect information from this Website.
- 4.7 You agree not to provide any false personal information about yourself. Unless otherwise specifically authorized by WEBSITE PROVIDER, you confirm not to create more than one [Shell Fleet Assistant](#) account, create a [Shell Fleet Assistant](#) account on behalf of another individual, group or entity, or transfer your profile or account. Do not use or try to use another person's account, username or password.
- 4.8 WEBSITE PROVIDER reserves the right to monitor User Generated Content posted on the Website, at its sole discretion and without prior notice, to review, remove or otherwise block any material posted. You are solely responsible for securing and backing up your User Generated Content. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 4.9 WEBSITE PROVIDER has no obligation to prescreen, monitor, edit or remove User Generated Content and assumes no responsibility for User Generated Content, even where it chooses to carry out prescreening, monitoring, editing or removal of User Generated Content.

5. Indemnification

You undertake to indemnify, defend and hold harmless WEBSITE PROVIDER, its affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, legal costs arising from or relating in any way to your User Generated Content, your use of Content, your use of the Website or any violation of these Terms and Conditions of Use, any law or the rights of any third party.

6. Intellectual Property Rights (“IPR”)

- 6.1 This website contains content which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in such content (other than User Generated Content) are either owned by a WEBSITE PROVIDER company or have been licensed to WEBSITE PROVIDER by the owner(s) of those rights so that WEBSITE PROVIDER can use the material as part of this Website.
- 6.2 In particular, this Website contains trademarks including, but not limited to, the mark “[Shell Fleet Assistant](#)”. All trademarks included on this Website are owned by WEBSITE PROVIDER, or its licensors.
- 6.3 We reserve all of our rights in respect of any intellectual property rights contained in the Website and in any content.
- 6.4 Nothing in these Terms and Conditions of Use shall be interpreted as granting to you any license of IPR owned by WEBSITE PROVIDER or its licensors.

7. Data Protection and Privacy Policy

7.1. Personal details and other information relating to you provided to any WEBSITE PROVIDER company through this Website will only be used in accordance with our Privacy Policy. Please read this carefully before continuing. By downloading, accessing or using the Website you are consenting to use of this information in accordance with our [Privacy Policy](#), which is incorporated into these Terms and Conditions of Use by this reference.

8. Warranty - Liability

- 8.1 You are responsible for the accuracy of the information that you enter or submit into the Website.
- 8.2 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
Although we make reasonable efforts to ensure that any information provided as part of this Website is correct and to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- 8.3 This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values. If you wish to complain about content uploaded by other users, please contact us.
- 8.4 To the fullest extent permitted by law, we exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it or your use of the Website. You understand and agree that you use the Website at your own risk and that you are solely responsible for your use and for any damage to the Device through which you access the Website, loss of data or any other harm of any kind which may result from downloading, accessing or using the Website.
- 8.5 To the fullest extent permitted by law, WEBSITE PROVIDER shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with either your use or inability to use of this Website or your reliance on any information or content contained on this 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 by you in connection with your use of the Website or any materials posted on it, even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by you and/or us.

8.6 We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

8.7 Nothing in these Terms and Conditions of Use shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

9. External websites and applications

9.1 Links to external websites

The Website may include links to external websites or applications. When you follow such links the external website or application may appear as a full screen or in some cases it may appear within the frame of this Website. These links are provided in order to help you find relevant websites, applications, services and/or products which may be of interest to you quickly and easily and for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. It is your responsibility to decide whether any services and/or products available through any of these websites or applications are suitable for your purposes. WEBSITE PROVIDER is not responsible for the owners or operators of these applications or websites or for any goods or services they supply or for the content of their websites or applications and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external website or application to which this Website includes a link infringes the intellectual property rights of any third party).

9.2 Link to our Website

You may not link our Website without our prior approval. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

10. Changes to the Website

10.1 WEBSITE PROVIDER may change the format and content of all or any part of this Website at any time, including but not limited to removal of features or functionalities of the Website.

10.2 Updates to the Website may be issued from time to time. Depending on the update, you may not be able to use all or part of the Website until the update is complete and you have accepted any new terms and conditions of use.

11. Transfer of Rights

WEBSITE PROVIDER may transfer its rights and obligations under these Terms and Conditions of Use to any affiliate of WEBSITE PROVIDER. Any such transfer will not affect your rights or WEBSITE PROVIDER's obligations under these Terms and Conditions of Use.

12. Complaints Procedure

If you have a question or complaint about this Website, please contact us at the contact address mentioned on the Website.

13. Severance

Each of the Clauses or sub-clauses of these Terms and Conditions of Use 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.

14. Termination

14.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of this Website for business and operational reasons or for any other reason.

WEBSITE PROVIDER reserves the right in its sole discretion to terminate your account and/or access to this Website or any functionalities thereof, delete your profile and any of your User Generated Content and/or restrict your use of all or any part of the Website at any time, for any or no reason, without notice and without liability to you or anyone else. WEBSITE PROVIDER also reserves the right to prevent access to the Website or any of its functionalities or features. You are not allowed to create a new account to circumvent such termination, deletion or restriction.

14.2 You understand and agree that some of your User Generated Content may continue to appear on or through the Website or may persist in backup copies for a reasonable period of time even after your account and/or access to the Website is terminated.

14.3 These Terms and Conditions of Use remain in effect after your account and/or access to the Website is terminated.

15. Changes to these Terms and Conditions of Use

WEBSITE PROVIDER may change these Terms and Conditions of Use at any time without notice, effective upon posting the amended Terms and Conditions of Use to the Website. Any use of the Website thereafter will be on the basis of those revised Terms and Conditions of Use. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time.

16. Jurisdiction

These Terms and Conditions of Use are governed by and to be interpreted in accordance with the laws of Hungary and in the event of any dispute arising in relation to these Terms and Conditions of Use or any dispute arising in relation to the Website the Hungarian courts will have non-exclusive jurisdiction over such dispute.