

# Application for Affinity Card



## Section one Purchaser details

Please complete all fields.

Purchaser / legal entity		
<input type="checkbox"/> Company [List company] <input type="checkbox"/> Sole Trader [List individual]		
<input type="checkbox"/> Partnership [List all company & individual partners] <input type="checkbox"/> Trust [List trustee/s and trust name]		
Company name		ACN
1.		
2.		
Individual full name	Date of birth	Drivers licence
1. - -		
2. - -		
3. - -		
Trust name [if applicable]		

Trading name			
Business ABN		Years trading	

Address					
Contact name		Email			
Mobile		Landline		Fax	
Price advices to be sent:	<input type="checkbox"/> By email to address above <input type="checkbox"/> By SMS to mobile number above				

References		
Company	Contact	Phone
1.		
2.		
3.		

## Section two Signing

The Purchaser:

- applies for an Affinity Card account and agrees to the Affinity card terms and conditions in section five.
- confirms it has read the collection notice in section nine and makes the business purpose declaration in that section.

The signatory certifies and confirms he or she has the Purchaser's' authority to sign this application.

Authorised representative	X	Witness	X
Print name		Witness name	
Print position (e.g. director)		Date	

### Section three Discounts, card fee & payment terms

Liberty manager to complete before application is signed.

Discounts <small>(Discount off pump price, in cents per litre including GST. Refer section 5, clause 3)</small>	Site	Petrol & diesel	LPG
	Shell branded		
	Coles Express branded		
	Liberty branded		
	Other		
Card fee	\$2.75 (including GST) per card per month.		
Payment terms <small>(Section 5 clause 4)</small>	By the nineteenth of the month following purchase (or if that date is not a business day, by the preceding business day) by direct debit (complete form on page 8).		

### Section four Affinity Cards required

Driver name or rego (max 8 characters)		Tick applicable products							
		Shop	ULP E10	PULP 95	PULP 98	Diesel	LPG	Oils	All (incl shop)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
Please attach list for additional cards									

## Section five

## Affinity card terms and conditions

### 1. In these terms and conditions:

**Affinity Card** means a Liberty/Shell branded Shell Card issued by Viva to Liberty and in turn issued to the Purchaser.

**Business Day** means any day on which banks generally are open in Melbourne, Victoria.

**Card Products** means goods or services purchased with an Affinity Card and **Card Fuel Products** means petrol, diesel, LPG, ethanol, biodiesel and other fuel purchased with an Affinity Card.

**Fee** means the card fee specified in this application.

**Liberty** means Liberty Oil Affinity Pty Ltd ACN 158 824 849 (and its successors and permitted assigns).

**Viva** means Viva Energy Australia Pty Ltd ACN 004 610 459 (and its successors and permitted assigns).

**Shell Card Terms & Conditions** means Viva's terms and conditions for Shell fuel cards (the current version of which is in section six), as varied or replaced by Viva from time to time, together with any other written terms from Liberty about Affinity Cards.

**Shell Online Terms & Conditions** means Viva's terms and conditions for its Shell Card website (the current version of which is on page 3 of this application), as varied or replaced by Viva from time to time.

### 2. The Shell Card Terms and Conditions form part of these Affinity Card terms and conditions and apply to purchases of Card Products as varied by these terms and conditions and as if references to "Viva" were references to "Liberty" except they are taken to be references "Liberty or Viva" in the first sentence of condition 6, in condition 12 and in conditions 13(a) to (d) (or their equivalents)

### 3. The price for Card Fuel Products is the pump price at the place of delivery at the time of delivery less the discount specified in this application.

### 4. The Purchaser must:

- pay for purchases of Card Products and the Fee within the time notified by Liberty from time to time and, if no time is notified, within 7 days of delivery;
- make payment by direct debit;
- if payment is due on a day that is not a Business Day, pay by the immediately preceding Business Day.
- ensure that the amount it owes Liberty for Card Products does not at any time exceed the credit limit notified by Liberty from time to time.

### 5. If the Purchaser fails to make payment or otherwise breaches these terms and conditions, Liberty may exercise its rights under any bank guarantee or other security it holds from the Purchaser or other person on behalf of the Purchaser.

### 6. Liberty may make the Purchaser an authorised user on Liberty's online account with Viva allowing the Purchaser to use the Shell card website to manage its Affinity Cards. By using the website, the Purchaser accepts the Shell Online Terms and Conditions as if it were the "Customer". Any rights of Viva under the Shell Online Terms and Conditions may be exercised by Viva or Liberty.

### 7. To the extent of any inconsistency, these Affinity Card terms and conditions prevail over the Shell Card Terms and Conditions.

### 8. The address for notices to Liberty is 381 Tooronga Road, Hawthorn East, Vic 3123 or subsequently notified.

## Section six

## Shell Card Terms & Conditions

[Note these may be updated from time to time without notice. Refer [www.vivaenergy.com.au](http://www.vivaenergy.com.au)]

### 1. Acceptance of Terms and Conditions

The Accountholder acknowledges acceptance of these Terms and Conditions upon first use of a Shell Card. In the event of any inconsistency between the terms of an executed agreement between Viva Energy and the Accountholder and these Terms and Conditions, the terms of the executed agreement shall prevail to the extent of the inconsistency.

### 2. Definitions and Interpretation

In these Terms and Conditions unless the context otherwise requires:

**"Accountholder"** means the partnership, firm, body corporate or other person named in the Application.

**"Application"** means the application form and any related documentation signed by or on behalf of the Accountholder.

**"Authorised User"** means a person authorised by the Accountholder to use the Accountholder's Shell Cards and is deemed to be an agent of the Accountholder.

**"Business Day"** means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

**"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 premises nominated by Viva Energy from time to time as Shell Card merchants.

**"Nominated Vehicle"** means a vehicle nominated by the Accountholder for a Shell Card in the card order form in the Application or by the Accountholder in writing.

**"Nominated Vehicle Shell Card"** means a Shell Card for use with a Nominated Vehicle, the Vehicle Identification Number of which is recorded on the Shell Card, together with the Accountholder's name and the Viva Energy identifying number.

**"Non-Shell LPG"** means automotive LPG, other than Shell LPG.

**"Other Goods and Services"** means products and services other than Motor Fuels, Shell LPG and Non-Shell LPG nominated by Viva Energy from time to time as available on the Accountholder's Shell Card at Nominated Premises.

**"Personal Information"** has the meaning given in the *Privacy Act 1988* (Cth).

**"Personal Shell Card"** means a Shell Card for use by a specified Authorised User, whose name is recorded on the Shell Card, together with the Accountholder's name and the Viva Energy identifying number.

**"PIN"** means a 4-digit personal identification number.

**"Product"** means Motor Fuels, Shell LPG, Non-Shell LPG and Other Goods and Services.

**"Shell Card"** means all Shell Cards (including, without limitation, Nominated Vehicle Shell Cards and Personal Shell Cards) issued to the Accountholder by Viva Energy.

**"Shell Card Website Facility"** means the Shell Card Online website and any website facility which replaces Shell Card Online, as notified by Viva Energy.

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

**"Terms and Conditions"** means these Shell Card Terms and Conditions as amended from time to time and the Accountholder's Application, together with any other terms relating to the Shell Card scheme or the Accountholder's Shell Card account contained in written correspondence from Viva Energy.

**"Vehicle Identification Number"** means the vehicle registration number or any other number requested by the Accountholder and agreed to by Viva Energy.

**"Viva Energy"** means Viva Energy Australia Ltd (ABN 46 004 610 459).

Unless the context requires otherwise singular words include plural and vice versa, person includes a company and vice versa. Headings are for convenience only. All references to money are to Australian currency.

### 3. Shell Card

If Viva Energy accepts the Accountholder's Application, Viva Energy may issue a Shell Card to the Accountholder for each:

- Nominated Vehicle; or
- Authorised User,

to obtain Product at Nominated Premises. However Viva Energy may elect, at any time in its absolute discretion, not to issue a Shell Card or a particular type of Shell Card for a Nominated Vehicle or Authorised User.

### 4. Supply of Product

- If a valid Shell Card is presented, supplies of Product will be made to the Accountholder at Nominated Premises, subject to any transaction limits set by Viva Energy from time to time. To the extent permitted by law, Viva Energy 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), including arising out of or associated with the supply of Products, and in respect of any liability which cannot be excluded such liability shall be discharged by Viva Energy either:

- re-supplying the Product; or
- supplying an equivalent Product,

or paying for the costs thereof, where this is permitted by law.

- Viva Energy will not be liable for a failure or delay in delivering Product or in complying with these Terms and Conditions, if that failure or delay is due to:

- a strike or other industrial action, compliance with a government request, a shortage of supply, or any event beyond its reasonable control; or
- the inability or refusal of the operator of the Nominated Premises to supply the Product requirements of the Accountholder for any reason.

The supply of Motor Fuels, Shell LPG or Non-Shell LPG on Shell Card must be into the tank of the Nominated Vehicle (or road vehicle, in the case of a Personal Shell Card).

### 5. Accountholder's Purchases

- When using a Shell Card the Accountholder is deemed to purchase the Products from Viva Energy. Property in Motor Fuels, Shell LPG and Non-Shell LPG purchased on Shell Card will pass to the Accountholder immediately prior to the product passing into the storage tank of the relevant vehicle. Property in any other Product purchased on Shell Card will pass to the Accountholder upon the completion of the transaction processing the Shell Card at the Nominated Premises.

- It is a condition of use of a Shell Card that the Accountholder purchases Motor Fuels to the value of not less than \$150 per month.

### 6. Card Use

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

## 7. Nominated Vehicles

The Accountholder acknowledges that Nominated Vehicle Shell Cards are issued as a management tool and do not provide additional security. The Accountholder will be liable to Viva Energy for all transactions made with a Nominated Vehicle Shell Card, including where the transaction is in respect of a vehicle other than that identified on the Shell Card. It is the responsibility of the Accountholder to ensure that the Nominated Vehicle Shell Card presented by the person refuelling is valid for use by the person presenting the card and for use for the vehicle in question.

## 8. Authorised User

The Authorised User of a Personal Shell Card whose name appears on the Shell Card is the only person permitted to use that Personal Shell Card.

## 9. Unauthorised User

Except as otherwise expressly stated in these Terms and Conditions, the Accountholder will be liable to Viva Energy for all Shell Card transactions processed on the Accountholder's Shell Card(s), including, without limitation, where, in respect of a Personal Shell Card, a transaction is processed in circumstances where the Authorised User is not the person presenting the Shell Card. The Accountholder shall ensure that Authorised User(s) complies with these Terms and Conditions.

## 10. PIN

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

## 11. 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 Viva Energy cut in half, unless otherwise agreed by the parties.

## 12. Lost, Stolen or Misused Cards

- (a) If a Shell Card is lost, stolen or subject to unauthorised use, the Accountholder must immediately notify 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**

or at any other address Viva Energy may require.

- (b) 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.
- (c) The Accountholder will be liable for any use of a Shell Card by any person before notification in accordance with these Terms and Conditions.
- (d) After 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 other than transactions made by a person who has ceased to be an Authorised User where the Accountholder has allowed the Shell Card to remain in the possession of that person.
- (e) The Accountholder must provide 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.

## 13. Cancellation of Shell Cards

- (a) Viva Energy may either suspend, cancel or terminate any or all of the Accountholder's Shell Cards or the Accountholder's Shell Card account for any reason at any time without notice and without liability, including without limitation, for breach by the Accountholder of these Terms and Conditions, or for non-use of a Shell Card.
- (b) The Accountholder must destroy or cut in half all cancelled Shell Cards immediately.
- (c) Viva Energy will cancel an Accountholder's Shell Card account if the Accountholder forwards to Viva Energy a written authorisation in a form approved by Viva Energy to cancel the Accountholder's Shell Card account.
- (d) The Accountholder will remain liable in respect of the use of any Shell Card up until:
- (i) in the case of 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.
- (e) On cancellation of all the Accountholder's Shell Cards, the debit balance of the Accountholder's Shell Card account becomes immediately due and payable to Viva Energy.

## 14. Effecting a Purchase of Products

### 14.1 Sales Docket

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

- (a) Card number;
- (b) Description of Product;
- (c) Pump price of Product (if applicable);
- (d) Quantity of Product;
- (e) Total value of Product (based on the pump price, if applicable);
- (f) Time and date of purchase;
- (g) Odometer reading (if applicable and where provided);
- (h) Name of Nominated Premises; and
- (i) Address of Nominated Premises.

The Accountholder acknowledges that the sales docket is the only confirmation of the transaction issued to the Accountholder or Authorised User at the point of sale.

### 14.2 Manual Transactions

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

## 15. Price

Unless otherwise agreed by the parties in writing, the Accountholder will be charged as follows:

### 15.1 Motor Fuels and Shell LPG

The GST inclusive price for Motor Fuels and Shell LPG is the GST inclusive pump price at the time the fuel is purchased from the Nominated Premises less any agreed discount (expressed on a GST inclusive basis).

### 15.2 Other Goods and Services

The GST inclusive price for Other Goods and Services is the GST inclusive retail price at the time the item is purchased from the Nominated Premises.

## 15.3 Non-Shell LPG

The GST inclusive price for Non-Shell LPG is the GST inclusive pump price at the time the Non-Shell LPG is purchased from the Nominated Premises.

## 16. Charges for Use of Shell Card

For purchases made on the Accountholder's Shell Card, Viva Energy will debit the Accountholder's Shell Card account with:

- (a) the price of the Products;
- (b) fees, including but not limited to the fees in Viva Energy's list of scheduled fees and charges revised from time to time;
- (c) government taxes and charges; and
- (d) reasonable enforcement expenses incurred by Viva Energy in enforcing these Terms and Conditions.

## 17. Shell Card Invoice and Statement

- (a) Viva Energy will issue after the end of the month or other agreed period ("**Billing Period**"), a transaction report of the Accountholder's Shell Card account, detailing the Accountholder's Shell Card purchases and any applicable charges, together with a tax invoice.
- (b) Subject to Clause 17(d), the Accountholder will pay the amount shown on the tax invoice no later than the 21st day following the end of the Billing Period, or by such other date as agreed in writing (the "**Due Date**"). The Accountholder must pay the amount shown on the tax invoice in full without asserting any set off, counter claim or right to withhold whatsoever.
- (c) Payment will be made by means of an automatic bank debit by Viva Energy of the Accountholder's bank account pursuant to the terms of Clause 18.
- (d) If any amounts are not paid by the Due Date, then, on notification from Viva Energy, the balance of the Accountholder's account (including purchases made in the current Billing Period) will become immediately payable and interest shall be payable in accordance with Clause 17(e).
- (e) If any amounts are not paid by the Due Date, Viva Energy may charge the Accountholder simple interest on the overdue amount from the Due Date until payment, accruing daily and calculated at 5% above the AFMA 90 Days Bank Bill Swap Reference Rate: Average Mid quoted on the first Business Day of the month in which the interest accrues.

## 18. Viva Energy Direct Debit Arrangement (Client Service Agreement)

### 18.1 Drawing Arrangements

- (a) The Accountholder acknowledges that by completing the bank account details and signing the Shell Card Application that moneys due to Viva Energy will be drawn from that Accountholder's nominated bank account. Viva Energy will initiate a drawing on or after the Due Date. If funds are not available in the Accountholder's nominated bank account on the Due Date, Viva Energy reserves the right to charge the Accountholder an unpaid direct debit fee.
- (b) If the Due Date falls on a non-Business Day, Viva Energy will draw the amount on the first Business Day before the Due Date.
- (c) Viva Energy reserves the right to cancel the drawing arrangements at any time and to arrange an alternate payment method with the Accountholder.
- (d) Viva Energy will keep all information pertaining to the Accountholder's nominated bank account private and confidential.

### 18.2 Accountholder's rights

- (a) Subject to Clause 18.3:
- (i) the Accountholder may terminate the drawing arrangements at any time by giving written notice to Viva Energy. Such notice must be received by Viva Energy at least 5 Business Days prior to the Due Date;
  - (ii) the Accountholder may stop payment of a particular drawing by giving written notice to Viva Energy. Such notice must be received by Viva Energy at least 5 Business Days prior to the Due Date;
  - (iii) the Accountholder may request changes to the frequency of drawings by contacting Viva Energy and advising of changes no less than 5 Business Days prior to the Due Date.
- (b) Where the Accountholder considers that a drawing has been initiated incorrectly the Accountholder should take the matter up directly and immediately with Viva Energy.

### 18.3 Accountholder's responsibilities

It is the Accountholder's responsibility to ensure that sufficient funds are available in the nominated bank account to meet a drawing on its Due Date.

It is the Accountholder's responsibility to ensure that:

- (a) the authorisation given to draw on the bank account as completed in the Shell Card Application is identical to the account signing instructions held by the financial institution where the account is based;
- (b) Viva Energy is advised if the bank account is transferred or closed; and
- (c) a suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Accountholder, the nominated bank or Viva Energy.

## 19. Security

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

## 20. Data Protection

- (a) Where Viva Energy receives, collects or handles Personal Information in the course of processing and administering the Accountholder's Shell Card, Viva Energy 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) All Personal Information collected by Viva Energy will be treated in accordance with the *Privacy Act 1988* (Cth) and Viva Energy's Privacy Policy (at [www.vivaenergy.com.au](http://www.vivaenergy.com.au)), as amended from time to time.
- (c) The Accountholder acknowledges that it consented to the use by Viva Energy of its Personal Information in accordance with the Viva Energy privacy declaration in the Application.

## 21. 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 Viva Energy in writing within 30 days of receiving the transaction report, tax invoice or sales docket and will produce to Viva Energy on request a copy of the relevant transaction report, tax invoice or sales docket in respect of the transaction.
- (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.



## Shell Online Terms & Conditions

Note these may be updated from time to time without notice. Refer [www.vivaenergy.com.au](http://www.vivaenergy.com.au)

### 1. SCOPE

1.1 These Terms and Conditions apply to use of the Shell Card Online (SCOL) web programme accessible via [www.vivaenergy.com.au](http://www.vivaenergy.com.au), by a customer of Viva Energy Australia Ltd ABN 46 004 610 459 (Shell) who has agreed to be bound by these Terms and Conditions by signing and returning an Application for Shell Card Online Access, by selecting the 'I accept' option in accordance with Clause 12, or by signing a Supply Agreement which incorporates these Terms and Conditions (Customer).

1.2 These Terms and Conditions operate in addition to the Shell Card Terms and Conditions of Use and any other document forming part of the contractual relationship between Viva Energy and the Customer (Viva Energy Contract) and any policies, disclaimers, provisions, acknowledgements or other statements which appear on SCOL which are acknowledged or agreed to by the Customer or any of its SCOL Authorised Users at any time. In the event of any inconsistency these various terms and conditions will be given the following order of precedence:

- Viva Energy Contract;
- these Terms and Conditions; and
- any policies, disclaimers, provisions, acknowledgements or other statements which appear on SCOL and which are acknowledged or agreed to by the Customer or any of its SCOL Authorised Users at any time.

### 2. VARIATION OF THESE TERMS AND CONDITIONS

Viva Energy may from time to time amend, delete or supplement these Terms and Conditions. Any change takes effect from the earlier of:

- 14 days after written notice is given; and
- the Customer/Accountholder selecting the 'I accept' option if notification of a change is given when accessing SCOL.

### 3. OPERATION AND OWNERSHIP OF SHELL CARD ONLINE

3.1 The Customer acknowledges that SCOL may be operated for Viva Energy by a third party as a subcontractor and that the computer systems on which SCOL and the underlying databases are stored may be located overseas.

3.2 The Customer agrees and acknowledges that SCOL and the copyright in all materials on SCOL, including but not limited to all text, information, graphics, animation, images, software and any other materials on SCOL (Content) and the arrangement of this Content are owned by or licensed to Viva Energy. The trade marks on SCOL and any other names, images and logos identifying Shell and its products and services (Trade Marks) are proprietary Trade Marks of an affiliate of Royal Dutch Shell plc. The names and logos of other companies and products mentioned on SCOL may be the Trade Marks of third parties, and are used by Viva Energy with the permission of their respective owners.

3.3 The Customer acknowledges that Viva Energy may change the format and content of the SCOL site at any time, or suspend the operation of SCOL for support or maintenance work or for any other reason, at any time without liability for any such change or suspension.

### 4. SCOL AUTHORISED USERS

4.1 During the registration process, the Customer may apply for access rights for 1 or more authorised users to SCOL (SCOL Authorised Users) so the SCOL Authorised Users can access SCOL to receive report information regarding the Customer's Shell Card account, maintain the Shell Cards issued to the Customer (for example, by ordering, cancelling or limiting the use of Shell Cards) and/or to create and receive alert reports regarding the Customer's Viva Energy account, each where available.

4.2 The Customer can apply to S Viva Energy to vary its SCOL Authorised Users or to add additional SCOL Authorised Users from time to time by completing and returning the appropriate form to Viva Energy.

4.3 Viva Energy has sole discretion to set the number of SCOL Authorised Users of the Customer and may reject any application from the Customer for an SCOL Authorised User to be given access to SCOL.

4.4 The Customer must ensure that the SCOL Authorised Users are aware of and comply with these Terms and Conditions and, without limiting the other provisions of these Terms and Conditions, the Customer is responsible for all acts and omissions of the SCOL Authorised Users.

### 5. LOGIN ID AND PASSWORD

5.1 Viva Energy will issue the Customer with a login ID and Password for each of its SCOL Authorised Users to enable the SCOL Authorised Users to access SCOL to the extent requested by the Customer. Viva Energy may, at its discretion, provide the SCOL Authorised Users with the ability to set their own login ID and Password within SCOL. Viva Energy reserves the right to change or to request the Customer to change the Customer's or SCOL Authorised Users' login ID or Password at any time.

5.2 The Customer must take all reasonable steps to protect the confidentiality of each login ID and Password. The Customer may not permit, and must ensure that the SCOL Authorised Users do not permit, any other person to access SCOL using the Customer's or a SCOL Authorised User's login ID or Password.

5.3 In the event of any unauthorised use of the Customer's login ID and Password or any other breach of security of which the Customer becomes aware, the Customer must immediately notify Viva Energy of such unauthorised use or breach of security. The Customer will be liable for all activities carried out on the site, and any charges incurred as a result of those activities, before Viva Energy receives notification of such unauthorised use or breach of security.

5.4 Viva Energy may at any time cancel or suspend any login ID or Password issued to the Customer or a SCOL Authorised User if it suspects that there has been a breach of confidentiality or security or any unauthorised use of the login ID and Password.

### 6. RELIANCE ON LOGIN ID AND PASSWORD

Viva Energy may act on any instructions transmitted or electronically communicated to it by, in connection with or arising from, whether directly or indirectly, the use, whether authorised or not, of a login ID or Password issued to the Customer or a SCOL Authorised User. The Customer accepts full responsibility for all transactions thus made.

### 7. USE OF SHELL CARD ONLINE

7.1 As long as the Customer complies with these Terms and Conditions, Viva Energy grants to the Customer a non-exclusive, non-transferable, limited right to enter, use and display SCOL. The Customer may download any Content on SCOL for which express permission has been given (e.g. online reports and statements) solely to the Customer's or its SCOL Authorised Users' computers for the Customer's use. The Customer undertakes that it will not:

- alter or remove any copyright, trade mark or other proprietary notice of Viva Energy or of any other company operating SCOL;
- modify, frame or edit the Content of SCOL or publish or sell the Content including but not limited to making the Content available on any other website;

- 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.
- 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.
- 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.

### 22. Change in Terms and Conditions

Viva Energy has the right to vary, delete or supplement these Terms and Conditions (or any other term contained in written correspondence from Viva Energy), including but not restricted to the amount of any charges referred to in Clause 16, by written notice. Any change takes effect from the earlier of:

- the first use of an Accountholder's Shell Card after notice is deemed to be received; and
- 14 days after notice is deemed to be received.

### 23. Accountholder's Details

The Accountholder shall notify Viva Energy immediately of any change in the Accountholder's registered name, trading name, ownership, business entity, registered office or principal place of business and directorship. Any address nominated by the Accountholder or an Authorised User for delivery of a Shell Card or other communication which differs from the address stated on the Application must be confirmed by the Accountholder via the Shell Card Website Facility. Viva Energy may require proof of trading from such alternative address.

### 24. Notices

(a) Viva Energy may give a notice by:

- delivering it personally to the Accountholder; or
- leaving it at, or sending it by post, facsimile or email to the Accountholder's address last advised to Viva Energy in writing.

Except in the case of notice by post, the notice shall be deemed given on the date it is sent by Viva Energy. Notices sent by post shall be deemed to have been received on the 3rd day after posting.

(b) In addition to giving notice to Viva Energy in any other way permitted by law, the Accountholder must provide notice in writing and notice will not be effective until receipt by Viva Energy at:

Shell Card Customer Service Centre

GPO Box 872K MELBOURNE 3001

Facsimile: 1300 134 472

Email: [shellcard-au@vivaenergy.com.au](mailto:shellcard-au@vivaenergy.com.au)

### 25. Taxes

#### 25.1 Government Charges

Viva Energy has the right to charge the Accountholder's Shell Card account 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.

#### 25.2 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 Viva Energy 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

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. Viva Energy, 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 Viva Energy may give or receive commissions, volume discounts, fees and other benefits in connection with the supply of Products 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.



- (c) reverse, engineer, translate, adapt or modify any software used in connection with SCOL;
- (d) create any links from any other website to SCOL without Viva Energy's express prior written permission;
- (e) use any Content copied from SCOL for any business, commercial or public purpose (other than as specifically authorised in these terms and conditions); or
- (f) interrupt, interfere or attempt to interrupt or interfere with the operation of SCOL in any way.

7.2 The Customer uses SCOL site entirely at its own risk. Viva Energy reserves the right to deny the Customer or a SCOL Authorised User access to SCOL at any time or to terminate SCOL or any part thereof. Further, Viva Energy reserves the right to determine the frequency, the limits of transactions, the operating hours, the types of operations, facilities and services available through SCOL at any time.

7.3 The Customer may not do anything to interfere or attempt to interfere with the proper working of SCOL or the operation of networks connected to SCOL.

7.4 The Customer may not copy, extract or download, or do anything else which infringes the copyright or other intellectual property rights of Viva Energy or any other person in, any information displayed on SCOL from time to time.

## 8. STATUS OF INFORMATION

8.1 Viva Energy and the Customer agree and acknowledge that any billing information, reports or other information posted in SCOL or generated by SCOL and provided to the Customer are subsidiary to physical sources of information such as delivery dockets, paper receipts and invoices rendered by post and that in the event of any discrepancy the physical sources of information shall be deemed accurate and will prevail.

8.2 Viva Energy and the Customer agree that the transaction log kept by Viva Energy or on its behalf and made available within SCOL constitutes prima facie evidence that SCOL has been used to effect the matters stated in the transaction log against the Customer's account.

8.3 The Customer will regularly inspect the transaction log to monitor all transactions made using SCOL in respect of the Customer's account and the Customer must immediately notify Viva Energy of any suspected unauthorised transactions.

## 9. PRIVACY AND DATA PROTECTION

9.1 The Customer acknowledges that it has read and understood the Viva Energy Privacy Policy available at [www.vivaenergy.com.au](http://www.vivaenergy.com.au) (**Privacy Policy**).

9.2 Viva Energy will comply with the Privacy Policy (as amended from time to time).

9.3 The Customer acknowledges that it consented to use of its information in accordance with the Privacy Policy (as amended from time to time) and Clauses 14 - 18 when completing the Application for SCOL Access and the Customer warrants that each SCOL Authorised User has consented to the use of their personal information in accordance with the Privacy Policy (as amended from time to time) and Clauses 14 - 18.

## 10. SHELL CARD CONTRACT

Notwithstanding any requirement in the Shell Card Contract, Viva Energy and the Customer agree and acknowledge that the Customer may, where such services are available:

- (a) suspend or terminate any Shell Card issued to the Customer;
- (b) notify Viva Energy of the loss of any Shell Card issued to the Customer;
- (c) request the issuing of additional or replacement Shell Cards (where permitted under the Shell Card Contract); and
- (d) modify any Shell Card authorities, including the agreed products and services which can be purchased using a Shell Card under the Shell Card Contract by a Shell Card Authorised User,

using the mechanism contained within Shell Card Online.

## 11. WARRANTIES, LIABILITIES AND INDEMNITIES

11.1 Where the law applies guarantees, warranties or conditions into the provision of access to the SCOL site or the services contained therein by Viva Energy and Viva Energy is not permitted by law to exclude them, then those guarantees, warranties or conditions will apply. All other guarantees, warranties or conditions are excluded, including, without limitation:

- (a) that the SCOL site or the services contained therein will be available, uninterrupted, or timely; and
- (b) that the SCOL site or the services contained therein will be secure, error free or virus free.

11.2 Where guarantees, warranties or conditions apply, Viva Energy's liability for breach of those guarantees, warranties or conditions is limited to resupplying the services (or paying the costs thereof), where this is permitted by law.

11.3 To the extent permitted by law, Viva Energy shall have no liability under or in connection with these Terms and Conditions, whether for breach of these Terms and Conditions, negligence or any other tort, breach of statutory duty or otherwise, for any:

- (i) loss of profits, income, revenue, contracts or production;
- (ii) business interruption or increased costs in operation;
- (iii) damage to goodwill or reputation;
- (iv) damage to equipment or machinery; or
- (v) indirect losses or expenses or consequential damages whatsoever, even if such loss, expense or damage may reasonably be supposed to have been in the contemplation of both parties as a probable result of the relevant default,

whether suffered by the Customer or any third party.

11.4 The Customer acknowledges that:

- (a) Viva Energy may send items of software, code or programming (**Cookies**) to, and store Cookies on, the Customer's and the SCOL Authorised Users' computer systems in the course of the Customer and the SCOL Authorised Users accessing SCOL;
- (b) a virus or other malicious code may be transmitted to the Customer's and the SCOL Authorised Users' computer systems in the course of accessing SCOL; and
- (c) Viva Energy cannot guarantee the security of SCOL and a third person may intercept any messages or information that are sent to or from SCOL, and the Customer releases Viva Energy from and indemnifies Viva Energy against liability for any damage caused by Cookies, viruses or malicious code transmitted to the Customer's or its SCOL Authorised Users' computer systems or any unauthorised access to the Customer's information (whether occurring during access to SCOL by the Customer or a SCOL Authorised User or at any other time).

## 12. ACCEPTANCE OF TERMS AND CONDITIONS

12.1 In addition to signing the Application, by selecting the 'I accept' option at the end of these Terms and Conditions the Customer and each SCOL Authorised User agrees that, when using the SCOL site, the Customer/SCOL Authorised User is bound by, and will comply with, the Terms and Conditions, as amended from time to time.

## 13. GENERAL

13.1 The Customer may discontinue its use of SCOL at any time by using the mechanism provided in the SCOL web programme or by notifying Viva Energy. The contract formed by the Application for SCOL Access and these Terms and Conditions will terminate when the Customer's login IDs and Passwords are invalidated by Viva Energy or 2 business days have elapsed, whichever is earlier.

13.2 Viva Energy may terminate or suspend the Customer's access to all or part of SCOL, without notice, for any conduct that is in violation of these Terms and Conditions or any applicable law or is harmful to Viva Energy's interests or the interests of another user or any other person. Viva Energy may also terminate the Customer's access to SCOL if it ceases to have a Shell Contract with Viva Energy.

13.3 The failure of Viva Energy 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 Customer.

13.4 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.

13.5 These Terms and Conditions are (subject to any express provisions in a Viva Energy Contract to the contrary) governed by the law 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.

## 14. INTERNET PRIVACY INFORMATION

During your visits to internet sites that are operated by Viva Energy Australia Ltd ABN 46 004 610 459 and affiliates ("Viva Energy"), you may be asked to provide Viva Energy with personal information. All personal information collected via Viva Energy internet sites will be treated in accordance with the Viva Energy Privacy Policy (as amended from time to time).

## 15. USE OF COOKIES

Viva Energy may use Cookies (pieces of programming) in accordance with the Cookies Policy contained in the Viva Energy Privacy Policy (as amended from time to time).

## 16. STORAGE AND PROTECTION OF YOUR PERSONAL INFORMATION

Viva Energy will take all reasonable steps to ensure that all personal information held by Viva Energy is secure from any unauthorised access or disclosure. However, Viva Energy does not guarantee that personal information cannot be accessed by an Viva Energy person (e.g. a hacker) or that unauthorised disclosures will not occur. If Viva Energy provides you with any passwords or other security devices then it is important that you keep these secret and confidential and do not allow them to be used by any other person. You should notify Viva Energy immediately if the security of these devices is breached to prevent the unauthorised disclosure of your personal information.

## 17. THIRD-PARTY INTERNET SITES AND INFORMATION SECURITY

Viva Energy assumes no responsibility for the information practices of third-party internet sites where a user of a Viva Energy internet site is able to access non- Viva Energy internet sites through ours. You are encouraged to review each internet site's privacy policy before disclosing any personal information.

## 18. CONTACT US

If you have any questions regarding the Viva Energy Privacy Policy or Clauses 14 - 18, or if you would like more information regarding the way Viva Energy manages personal information, then please contact Viva Energy:

Via email: [Tellvivaenergy-Au@vivaenergy.com.au](mailto:Tellvivaenergy-Au@vivaenergy.com.au)

In writing: Viva Energy Privacy Officer

PO Box 872K

Melbourne VIC 3001

Telephone: 13 16 18

This Guarantee makes the Guarantors liable for all monies owing by the Purchaser to Liberty under the Application and any other agreement between Liberty and the Purchaser.

Each Guarantor acknowledges they have been given the opportunity to seek independent legal and financial advice before signing this Guarantee.

1. In this section:

**Application** means the Affinity card application and fuel supply terms of which this guarantee forms part.

**Guarantee** means the guarantee and indemnity in this section.

**Guarantors** means the parties signing this guarantee and indemnity and each of them jointly and severally.

**Purchaser** means the Purchaser named in the Application.

**Liberty** means Liberty Oil Australia Pty Ltd ACN 114 544 437 and its successors and assigns.

**Terms** means the terms of supply included in the Application, and any changes or replacement of those terms.

2. The Guarantors give this Guarantee in consideration of Liberty agreeing to supply fuel products to the Purchaser.

3. The Guarantors unconditionally and irrevocably:

- (a) guarantee the payment on time of any money owing by the Purchaser to Liberty at any time and for any reason and undertake to pay any money owing by the Purchaser to Liberty on demand by Liberty; and
- (b) as a separate undertaking, indemnify Liberty against all losses, liabilities and costs (including legal costs actually payable by Liberty to its legal representatives) arising directly or indirectly as a result of or in connection with any breach by the Purchaser of the Terms or the enforcement of this Guarantee.

4. This Guarantee is a continuing security and remains in force until it is discharged by Liberty.

5. The liability of the Guarantors and the rights of Liberty is unlimited and is not affected by anything which might otherwise affect it at law or in equity including:
  - (a) Liberty granting time or other indulgence to, compounding or compromising with or releasing the Purchaser or any Guarantor;
  - (b) acquiescence, delay, acts, omissions or mistakes by Liberty;
  - (c) the failure of anyone to execute this Guarantee or the invalidity or unenforceability of an obligation or liability of any person;
  - (d) any transaction or arrangement between Liberty and the Purchaser; and
  - (e) any variation, assignment or termination of this Guarantee.
6. The Guarantors waive any right they have to require Liberty to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this Guarantee.
7. A certificate by Liberty stating the amount owing by the Purchaser or the Guarantors is conclusive.
8. While this Guarantee is in force, no Guarantor may:
  - (a) raise a set-off or counterclaim available to it or the Purchaser against Liberty to reduce its liability under this Guarantee;
  - (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by Liberty in connection with this Guarantee; or
  - (c) either directly or indirectly prove in, claim or receive the benefit of any distribution, dividend or payment from the liquidation of the Purchaser or other arrangement with creditors.
9. Liberty may charge interest, calculated on the amount overdue at the penalty interest rate fixed from time to time under section 2 under the *Penalty Interest Rate Act* plus 3% on any amount not paid by the Guarantors when due.
10. If any part of these terms and conditions, being a whole or part of a clause, is held to be unenforceable or invalid then it is severed without affecting any other part of these terms and conditions.
11. A failure or delay to exercise a power or right is not a waiver of that power or right. Only a written waiver is effective.
12. The law of the state of Victoria governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of that state and of the Commonwealth of Australia.

Each director to sign as Guarantor

First Guarantor		Second Guarantor	
Full name		Full name	
Private address		Private address	
Date of birth		Date of birth	
Drivers licence		Drivers licence	
Guarantor signature	X	Guarantor signature	X
Witness signature	X	Witness signature	X
Witness name		Witness name	
Date signed		Date signed	

***Please complete this section. Payment must be made by direct debit. Refer section 5, clause 4(b).***

**Request and authority to debit the account below to pay  
Liberty Oil Australia Pty Ltd ACN 114 544 437 (user ID 314292) ('Liberty')**

You request and authorise Liberty to arrange, through its own financial institution, a debit to *your* nominated account any amount it deems payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your account* nominated below and is subject to the terms and conditions of the direct debit request service agreement.

## Your details

Name	
Business ABN	

## Bank account

<b>Account name</b>						
<b>Bank</b>			<b>Branch</b>			
<b>BSB (6 digits)</b>	_ _ _ _ _  -  _ _ _ _ _	<b>Account number</b>	_ _ _ _ _ _ _ _ _ _ _ _ _ _ _			

## Authorisation

By signing and/or providing us with this valid instruction, *you* confirm you understand and agree to the terms and conditions governing the debit arrangements between you and Liberty as set out in this request and the direct debit request service agreement. Please ensure all necessary signatories sign, particularly for joint accounts.

Signature		
Capacity (e.g. director)		
Address		
Date		

## Direct debit request service agreement

This is your direct debit service agreement with us. It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your *direct debit request*.

The terms of this *agreement* are for the purpose of supply of fuel and related matters.

**1. Definitions for this section:**

- (a) **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- (b) **agreement** means this direct debit request service agreement between you and us.
- (c) **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- (d) **debit day** means the day that payment by you to us is due.
- (e) **debit payment** means a particular transaction where a debit is made.
- (f) **direct debit request** means the direct debit request between us and you.
- (g) **us** or **we** means Liberty Oil Affinity Pty Ltd ACN 158 824 849 (user ID 1491960).

- (h) **you** means the customer who has signed or authorised by other means the *direct debit request*.
- (i) **your financial institution** means the financial institution nominated by you on the *direct debit request* at which the account is maintained.

## 2. Debiting your account

- (a) By signing a *direct debit request* or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between us and you.
- (b) We will only arrange for funds to be debited from your account as authorised in the *direct debit request*.
- (c) If the *debit day* falls on a day that is not a *banking day*, we may direct your financial institution to debit your account on the following *banking day*. If you are unsure about which day your account has or will be debited you should ask your financial institution.

### 3. Amendments by *us*

We may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days written notice

#### 4. Amendments by you



You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days written notice.

## 5. Your obligations

- (a) It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *direct debit request*.
- (b) If there are insufficient clear funds in *your account* to meet a *debit payment*:
  - (a) *you* may be charged a fee and/or interest by *your financial institution*;
  - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
  - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.
- (c) *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

## 6. Dispute

- (a) If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* immediately and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly. Alternatively *you* can take it up directly with *your financial institution*.
- (b) If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.
- (c) If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

## 7. Accounts

*You* should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent account statement; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

## 8. Confidentiality

- (a) *We* will keep any information (including *your account* details) in *your direct debit request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- (b) *We* will only disclose information that *we* have about *you*:
  - (a) to the extent specifically required by law; or
  - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 9. Notice

- (a) If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should:
  - (a) write to our address as specified in this document or subsequently notified by *us*; and
  - (b) email or phone our manager in *your* state.
- (b) *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request* and/or by sending an email to *your* last-known email address.
- (c) Any notice will be deemed to have been received on the third *banking day* after posting.

## Section nine Privacy & credit

### Collection notice

Liberty Oil Affinity Pty Ltd ACN 158 824 849 (**Liberty**) respects your privacy. Liberty will only use personal information and credit information (**Information**) for the administration of the Affinity fuel card, for the supply of fuel and for related matters.

For these purposes, Liberty may also disclose Information to its related companies, to Viva Energy Australia Pty Ltd, to service providers (including credit reporting agencies), to security providers, to parties involved in any associated loyalty program and to others as required by law.

We authorise Liberty to make any enquires (including obtaining a credit report) concerning our creditworthiness or as to the accuracy of the information provided in this application. We consent to any credit report concerning us being made available to Liberty for the purposes of assessing this application for a Affinity Card. We authorise Liberty to use that report or any information derived from that report in assessing this application and for any purposes permitted under the Privacy Act 1988.

We agree that if we nominate an additional card holder we will first ensure that the card holder has seen this privacy declaration and agreed to their personal information being collected, used or disclosed by Liberty as above.

Liberty's privacy and credit reporting policies, available at [www.libertyoil.com.au](http://www.libertyoil.com.au), provide more details about how Liberty may deal with Information.

The policy explains:

- how an individual can access or correct Information;
- how an individual can make a complaint related to privacy or credit reporting;;
- how that complaint will be dealt with; and
- the extent to which Information may be disclosed to overseas recipients (if at all).

If we have any queries about these matters or if we wish to correct any personal information held by Liberty, we can contact the Liberty privacy officer on (03) 8530 3500

The Purchaser should make its directors and other relevant individuals aware of this notice.

### Business purpose declaration

The Purchaser declares that the credit provided to it by Liberty is to be applied wholly or predominantly for either business or investment purposes. Importantly, it acknowledges that by signing this application, it may lose protection under the Consumer Credit Code.

