

Shell Card Terms of Use

LAST MODIFIED: **October 2, 2017**

Please read these Terms and Conditions carefully.

These terms and conditions ("Terms and Conditions") are a legal agreement between you and Citibank, N.A. ("Citibank") that govern your use of any Citibank-issued Shell credit card account ("Card") in the Shell Wallet. Please read these Terms and Conditions carefully before you accept them.

The terms "you" and "your" used in these Terms and Conditions refer to primary cardholders or authorized users of a Shell credit card. The terms "we" or "us" refer to Citibank. The term "Shell Wallet" refers to the Shell branded mobile application that provides payment transaction functionality and services at participating Shell locations (including the ability to add or delete a Card, transaction history and value-added services such as offers and promotions). By checking the "I agree to the Citi Terms and Conditions" box, by adding or attempting to add Card into the Shell Wallet, or by using a Card in the Shell Wallet, you agree to these Terms and Conditions.

Purchases made with your Card in the Shell Wallet are considered purchases made with your Card and are subject to the terms and conditions of the applicable Card Agreement between you and us. The applicable Card Agreement is incorporated by reference as part of these Terms and Conditions. The Card Agreement contains a binding arbitration provision that affects your rights with respect to any use of your Card, including any use of your Card in the Shell Wallet. The arbitration provision applies to any disputes between you and us arising from your access to or use of your Card in the Shell Wallet. You also acknowledge that your use of services offered by Shell including the Shell Wallet, is subject to the agreements, licenses or terms and conditions set forth by Shell.

ADDING YOUR CITI CARD TO THE SHELL WALLET

The Shell Wallet enables cardholders to conduct payment transactions for the purpose of purchasing goods and services at participating Shell locations with a compatible mobile device ("Eligible Device") as a form of payment in place of presenting or using your physical Card. To use the Shell Wallet, you must register for the Shell Wallet and successfully add your Card to the Shell Wallet by linking your Card to the Shell Wallet Account. We may require you to take additional steps or provide additional information to verify your identity to add a Card into the Shell Wallet. As a condition to adding your Card in the Shell Wallet, you consent to receive a one-time password via text to the mobile number you have on file with us. When you add a Card into the Shell Wallet, we add a unique numerical identifier different from your Card number (a "Token") to your Shell Wallet Account that enables you to make purchases with your Card in the Shell Wallet. We will determine, in our sole discretion, which Citi-issued Shell Credit Cards will be eligible for use in the Shell Wallet.

YOUR USE OF CITI CARD IN THE SHELL WALLET

Please review the Card Agreement for important information on your rights and responsibilities when making purchases.

If your Eligible Device is lost or stolen, your password, or other appropriate security code is compromised, or your Card has been used in the Shell Wallet without your permission, you must immediately notify us at the number on the back of your Card.

If your Card is lost or stolen, even if your Eligible Device is not lost or stolen, you must notify us immediately at the number on the back of your Card or on your billing statement. If we decide to issue you a new Card, you will need to add your new Card into the Shell Wallet. You will also need to remove your old Card from the Shell Wallet as it will no longer be valid.

If you are returning merchandise purchased using the Shell Wallet, you may be required to present your Eligible Device at Shell in order to receive a credit to your Card account.

You agree and acknowledge that any transaction history and details displayed in the Shell Wallet in connection with use of your Card in the Shell Wallet solely represents our authorization of your Shell Wallet transaction and does not reflect any post-authorization activity, including but not limited to clearing, settlement, reversals, returns, or chargebacks. Accordingly, the purchase amount and other details for your Shell Wallet transaction history in connection with use of your Card in the Shell Wallet may not match the transactions that ultimately clear, settle, and post to the billing statement for your Card account.

Your telecommunications carrier or provider may impose web-enablement, data usage, or text messaging fees or other charges for your use of the Shell Wallet on your Eligible Device.

Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls - sometimes referred to as "jailbreaking"-are not Eligible Devices. Any attempt to use a modified device in connection with the Shell Wallet is expressly prohibited and constitutes a violation of the Terms and Conditions. We may refuse to authorize a purchase using a modified device.

AUTHORIZATION TO COLLECT AND SHARE DATA

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of a Card in the Shell Wallet. We will use, share and protect your personal information in accordance with our Citi Privacy Statements applicable to your Card account. You acknowledge that Shell, the provider of the Shell Wallet technology, as well as Shell's sub-contractors, agents, and affiliates will have access to certain details of your transactions when you use a Card in the Shell Wallet. In addition, you acknowledge that the use and disclosure of any personal information provided by you directly to Shell will be governed by the Shell privacy policy and not any Citi Privacy Statements. Unless otherwise provided by law, we are not responsible if there is a security breach affecting any information stored in or sent by the Shell Wallet, unless such security breach is due solely to our fault, actions or inactions.

SHELL RELATIONSHIP AND DISCLAIMER

By registering for and using the Shell Wallet, you may be presented with certain discounts, rebates, or other benefits directly from Shell ("Offers") in or relating to the Shell Wallet. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and Shell with respect to such Offers. Subject to applicable law and your Card Agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and Shell. You acknowledge that we are not responsible for, and do not endorse or make any representations or warranties concerning, any Offers that they provide.

CHANGES TO PARTICIPATION IN THE SHELL WALLET AND TERMS AND CONDITIONS

Subject to applicable law, at any time we may (i) terminate your use of your Card in the Shell Wallet; (ii) modify or suspend the type or dollar amounts of purchases allowed using your Card in the Shell Wallet; (iii) change a Card's eligibility for use in the Shell Wallet; or (iv) change the process for adding or deleting your Card in the Shell Wallet.

We may change or modify these Terms and Conditions at any time without notice to you. We will post updated Terms and Conditions on the Shell Wallet webpage found here: <https://citiretailservices.citibankonline.com/USCRSF/html/Shell.html>. You may also access the current version of these Terms and Conditions in the Shell Wallet app by clicking on the link labeled Shell Card Terms of Use in the Shell Wallet User Terms & Conditions found under the More>About menu. You are bound by such revisions and should therefore review the current Terms and Conditions as posted by Citibank from time to time.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks, and moral rights ("Intellectual Property Rights") in the Shell Wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Shell, us, our licensors, or third parties. Nothing in these Terms and Conditions gives

you any rights in respect of any intellectual property owned by Shell, us, our licensors, or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in, the Shell Wallet.

DISCLAIMERS OF WARRANTY

The Shell Wallet is provided solely by Shell. We do not endorse, or make any representations or warranties, concerning Shell or the Shell Wallet. You acknowledge and agree that from time to time, your use of your Card in the Shell Wallet may be delayed, interrupted, or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card in the Shell Wallet due to such delay, interruption, disruption, or similar failure.

You acknowledge that we are not party to the terms and conditions between you and Shell for your use of the Shell Wallet and we do not own and are not responsible for the Shell Wallet. We are not responsible for maintenance or other support services for the Shell Wallet and shall not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the Shell Wallet, including, without limitation, any third party product liability claims, claims that the Shell Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Shell Wallet, including those pertaining to Intellectual Property Rights, must be directed to Shell.

We do not recommend, endorse, or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SHELL WALLET, INCLUDING YOUR USE OF YOUR CARD IN THE SHELL WALLET. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CARD IN THE SHELL WALLET.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND OUR AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SHELL WALLET, INCLUDING YOUR USE OF YOUR CARD IN THE SHELL WALLET; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF [OUR] SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SHELL WALLET; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SHELL WALLET BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SHELL WALLET; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

INDEMNITY

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Terms and Conditions, including any violation of our policies; (ii) your wrongful or improper use of the Shell Wallet, including willful misconduct or fraud; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights in connection with your use of the Shell Wallet ; (iv) your violation of any law, rule or regulation of the United States or any other country in connection with your use of the Shell Wallet; (v) any other party's access or use of the Shell Wallet with, for example, your PIN, pattern, password, or other appropriate security code.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) the name identified by you when you added your Card to the Shell Wallet is your name as it appears on your Card; (ii) the Card you added to the Shell Wallet is your Card; (iii) you have the authority to authorize the receipt of notices, calls and text messages from Citi at the phone number you provide; (iv) you and all transactions initiated by you through the Shell Wallet will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (v) you will not use your Card in the Shell Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of the Shell Wallet; and (vi) your use of your Card in the Shell Wallet will comply with these Terms and Conditions.

GOVERNING LAW

The same laws that govern your Card account as explained in your Card Agreement shall govern these Terms and Conditions.

QUESTIONS

If you have any questions, disputes, or complaints about the Shell Wallet, please contact the [Shell Wallet Customer Care](#) by calling 1-888-GO-SHELL (1-888-467-4355), or by submitting an email to: shellcustomer@shell.com. If you have any questions, disputes, or complaints about your Card, please contact us at the customer service number on your Card or billing statement. Any disputes concerning these Terms and Conditions will be subject to the dispute resolution procedures specified in your Cardholder Agreement.