

## **CALTEX STARCASH TERMS AND CONDITIONS**

These terms and conditions ("Conditions") apply to any person ("Customer") who acquires, holds or uses the Caltex StarCash card ("Card") issued by Chevron Malaysia Limited. ("Chevron").

1. Any use of a Card by a Customer shall be deemed to be acceptance of these Conditions.
2. Each Card shall have printed on its face: (a) a card number; and (b) an expiry date. Each Card expires on the last day of the month stated on the Card (unless otherwise specified or notified by Chevron in its sole discretion) and cannot be used after its expiry date. There is no revalidation of a Card after its expiry and any balance that remains on a Card after expiry will not be exchanged for cash or refunded by Chevron or otherwise.
3. The Card can only be used for any purchases at such Caltex service stations in Malaysia as may be determined by Chevron from time to time ("Participating Caltex Service Stations"), but Chevron shall not in any way be bound to ensure the availability or provision of any products or services or be liable for any non-availability or non-provision thereof. The Customer shall be entitled to the relevant site discounts on petrol purchases from time to time when payment is made using the Card, subject to amendment or withdrawal by Chevron in its sole discretion.
4. Each card is subject to maximum value of RM450 and every purchase is limited to RM250 per transaction, as may be determined by Chevron from time to time.
5. The Customer will be issued a Card transaction receipt for each purchase using the Card and the Customer shall be solely responsible for the accuracy of all details printed thereon. The Customer shall check and ensure that each Card transaction receipt accurately reflects any and all purchases. In the absence of manifest error, each Card transaction receipt (or if no Card transaction receipt is issued, the relevant computerized record of the transaction entry) shall be deemed as conclusive and binding upon the Customer. The Customer is responsible for keeping a record of the Card number and for safe retention of all Card transaction receipts.
6. Each Card remains the property of Chevron and must be returned upon request. Chevron reserves the right to confiscate or refuse to honour any Card which it suspects is a counterfeit or has been tampered with. Cards are not redeemable for cash or subject to cash out facilities.
7. The Customer shall be responsible for and liable to Chevron for any use of the Card, including any unauthorized use thereof. The Customer shall use best efforts to keep secure and prevent the loss, theft, damage or mutilation of the Card and shall also comply with all applicable laws, rules and regulations.
8. Chevron is not obliged to replace a lost or stolen Card or issue cash refund. Damaged cards can be replaced by calling Customer Service Hotline at Toll Free 1800-88-3168, Monday to Friday, 9:00am to 5:00pm (excluding public holidays).
10. The Customer agrees to provide Chevron with any information and/or documents that Chevron may reasonably and lawfully request about the Customer. Chevron shall be entitled and is hereby irrevocably authorized by the Customer to disclose any and all information obtained by Chevron:
  - (a) to its affiliates, contractors, agents, advisers, current or prospective business parties and other strategic partners; and
  - (b) if required by law, authorized in writing by Customer or if such information is or becomes through no default of Chevron, public information, is lawfully received by Chevron from a third party on an unrestricted basis, or is already known to Chevron before receipt from the Customer.
11. Chevron and its affiliates and all their respective officers, employees, agents, advisors and contractors, shall not be liable for any loss, liabilities, damages, claims, costs, fees or expenses whatsoever arising out of or in connection with the use of the Card or any products and/or services provided in connection with the Card or any information provided or features available in connection with the Card, including, without limitation, the use, inability to use, or the results of use of the Card, any online services or websites in connection with the Card or any materials, information, services, products or software contained at applicable online services or websites or otherwise provided by Chevron.
12. Chevron shall not be responsible or liable to any Customer for any loss, liabilities, damages, claims, costs, fees or expenses whatsoever incurred or suffered as a consequence of any one or more of the following events:
  - (a) the refusal of any Caltex service stations to honour or accept any Card or to extend or confer any privilege or benefit for any reason whatsoever;
  - (b) any failure of or malfunction, defect or error of any card reader or any other machine or system (whether or not belonging to or operated by Chevron), howsoever caused, including the rejection of any Card by any card reader, machine or system, or the failure to effect or complete any Card transaction, or the inability of any card reader, system or machine to accurately, properly or promptly transmit, process or store any data;
  - (c) any mechanical, data processing or telecommunication failure, howsoever caused;
  - (d) any fire, flood, lightning, riots, civil disturbance, acts of war or insurgency or any other event, the occurrence of which is beyond the reasonable control or power of Chevron to prevent;
  - (e) any fraud or forgery perpetrated on Chevron or any of its authorized dealers;
  - (f) any damage to or loss of or in ability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card or the corruption of any such data or information, howsoever caused;
  - (g) the interception by or disclosure to any person of any data or information relating to any transaction, Card or Customer transmitted through or stored in any electronic system or medium, howsoever caused;
  - (h) any delay, inability or failure of Chevron to perform any of its obligations under or pursuant to these Conditions; and/or
  - (i) any lost, stolen or unauthorized use of any Card.

13. The Customer shall indemnify, defend and hold harmless Chevron, its affiliates and all the respective officers, employees, agents, advisors and contractors harmless from and against any and all loss, liabilities, damages, claims, costs, fees or expenses whatsoever (including legal charges on a full indemnity basis) that arise directly or indirectly out of or in connection with:

- (a) any breach by the Customer of these Conditions;
- (b) the use of the Card by the Customer;
- (c) any lost, stolen or unauthorized use of the Card; and/or
- (d) any enforcement or attempted enforcement

(including, without limitation, in connection with any demand, claim, action or proceedings) of any of the Conditions or rights of Chevron with respect to the Customer or the Card. The Customer shall fully cooperate with Chevron in any investigation, litigation or prosecution arising out of or in connection with the Card.

14. These Conditions shall be governed by the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the Malaysia courts. For disputes falling within the scope of the Financial Ombudsman Scheme, the Customer is entitled to refer the dispute to the Ombudsman for Financial Services for resolution. Further details are available at [www.ofs.org.my](http://www.ofs.org.my).

15. These Conditions may be amended or supplemented by Chevron from time to time on [www.caltex.com.my](http://www.caltex.com.my) and such changes shall take effect without prior notification to nor be subject to the consent of the Customer.

16. Customer will not provide any form of inducement or reward to any representative of Chevron (without Chevron's prior consent) or any official of a public international organization or any government official (including employees of government-owned companies), political party or official thereof or any candidate for foreign political office in connection with the Card or these Conditions.

17. The Privacy Statement as set out in the Caltex website at [www.caltex.com/my](http://www.caltex.com/my) is expressly incorporated into these Terms and Conditions.