

**Caltex StarCard Terms and Conditions** (updated as of 1 June 2012)

**1. DEFINITIONS**

(A) In addition to the terms defined in the StarCard Application Form, unless the context otherwise requires, the following terms shall have the meanings below:-

“**Access Code**” means collectively a user logon ID and password, as provided by Caltex, for access to some or all of the Online Services provided on or through the Site.

“**Account**” means the StarCard account set up for Customer for the StarCard(s) issued.

“**Application**” means a credit application for StarCard facility provided by Caltex which Customer must complete to make an application to Caltex for the supply of Products on credit.

“**Authorised Resellers**” means the Caltex service stations in Singapore accepting the StarCard for purchases of the Products as Caltex may designate from time to time.

“**Caltex**” means Chevron Singapore Pte Ltd., its successors and assigns, where applicable.

“**Caltex StarCard Hotline**” means 1800 333 0222 or such other number as may be notified by Caltex to Customer from time to time which operating hours are Monday to Friday 9 am to 5pm (excluding public holidays).

“**Cardholder**” means each person authorized by Customer to receive a StarCard or who is otherwise authorized to use that StarCard or in the case of Online Services each person whom Customer identifies as authorised to receive an Access Code. “Cardholder” also includes any further persons who obtain any such Access Codes and use them to access the Online Services (or any part thereof) as a result of Customer’s and/or any Cardholder’s acts or omissions. For the avoidance of doubt, all references to the access and/or use of any or all of the Online Services on the Site by Customer hereunder shall include the access and/or use of any or all of the Online Services by Customer’s Cardholders.

“**Customer**” means the individual, business entity, partnership or sole proprietor for whom the Account has been established and to whom the StarCard(s) is or are issued by Caltex under these Terms and Conditions.

“**Charges**” means all amounts payable to Caltex hereunder including without limitation all amounts charged to the StarCard, the interest charged thereon and all fees, costs or expenses (including without limitation reasonable legal fees) related to or in connection with the StarCard or incurred by Caltex in the recovery of such Charges and interest.

“**Credit Limit**” means the amount notified by Caltex to Customer from time to time as the maximum amount allowed for purchases of Products and Services by Customer on its Account.

“**Online Services**” means certain online services to Customers via the Site which access is on an Access Code restricted basis and as more particularly set out in Clause 10.

“**Payment Due Date**” in relation to any Statement of Account means the date stated in the column titled “Due Date” in that Statement of Account on which payment for Charges for the Transaction Period is due.

“**Personal Information**” means any information that Customer supplies or provides to Caltex for the purpose of applying for the StarCard and setting up the Account.

“**PIN**” means the personal identification number chosen by Customer in connection with the StarCard and as more particularly set out in Clause 4.

“**Products**” means available fuels, lubricants and other products offered for sales by any Authorised Reseller, for which purchases may be charged to the StarCard.

“**Purchase Restrictions**” means the restrictions as may be requested by Customer in the StarCard Application Form (or any amendment thereto requested by the Cardholder or accepted by Caltex) relating to restrictions on the type or types of Products, the maximum daily usage or frequency of and the purchase value limit of such Products under the StarCard and as more particularly set out in Clause 5.

“**Site**” means Caltex’s website(s) on or through which Online Services are provided or made available.

“**StarCard**” means the card issued by Caltex to Customer pursuant to these Terms and Conditions.

“**StarCard Application Form**” means the prescribed application form submitted by Customer to Caltex for the purpose of applying for the StarCard(s) and setting up the Account.

“**Receipt**” means a machine print-out receipt or, where not available, a manually completed transaction charge slip issued by an Authorised Reseller at the time of the purchase and charge of Products to the StarCard.

“**Statement of Account**” means Caltex statement of account to Customer showing the balance outstanding due to the Account for the Transaction Period.

“**Transaction**” means a purchase transaction for which a StarCard is used by a Cardholder to purchase Products.

“**Transaction Period**” means the month or other period during which purchase transactions are made under an Account commencing from and ending on such dates as may be determined by Caltex and set out in the Statement of Account. For the avoidance of doubt, transactions made after 7pm Sydney Time on the last day of each month will be billed in the following month under the next Transaction Period.

- (B) In these Terms and Conditions save where the context shall otherwise require:
- (i) words importing the masculine gender shall include the feminine and neuter genders;
  - (ii) words importing the singular number include the plural number and vice versa.; and
  - (iii) headings to the Clauses of these Terms and Conditions are for convenience only and shall not be taken into account in the interpretation or construction of these Terms and Conditions.

## **2. ISSUE OF STARCARD**

- (A) These Terms and Conditions apply to each Account established in the name of Customer and the use of the StarCard(s) issued by Caltex to Customer or to Cardholders in accordance with Customer’s instructions. Customer may authorise a StarCard to be issued to a person or for use in relation to a particular vehicle.
- (B) Caltex may accept or decline an Application at its sole discretion by a written notice to Customer after receipt of the properly completed Application and all supporting information that may be required.
- (C) The issue and use of each StarCard by Caltex should be governed by these Terms and Conditions which shall include the provisions of the StarCard Application Form, the Application, the Direct Debit GIRO form, the Fleet Card Agreement and all supporting attachments and documentation, as applicable.

## **3. CALTEX STARCARD TERMS AND CONDITIONS**

- (A) These Terms and Conditions take effect from the date of Caltex’s notification to Customer of its acceptance of Customer’s Application and shall continue until termination in accordance with the provisions of Clause 13.
- (B) Caltex may issue any StarCard(s) to Customer for the persons or vehicles nominated in the Application.

- (C) Customer shall be fully responsible for the use of the StarCard(s), issued hereunder by Caltex, by Cardholders and shall further ensure that each and every Cardholder comply with these Terms and Conditions.

#### **4. USE OF STARCARD**

- (A) Caltex will issue PIN activated StarCards with the PIN to be chosen by Customer at the time of first Transaction with the StarCard. Where a StarCard is PIN activated, Customer/Cardholder must use the PIN for all electronic Transactions. Caltex will not accept or process any electronic Transaction where a StarCard is PIN activated and Cardholder fails to enter the correct PIN at time of the Transaction. In such event, Customer/Cardholder must immediately pay to Caltex/Authorised Reseller the amount payable in respect of the Products, which have been supplied in full. Customer may request for a change in PIN by calling the Caltex StarCard Hotline, fax to 6318 5577 or email to StarCard@chevron.com.
- (B) The StarCard enables Cardholders to purchase any of the Products as agreed by Caltex and Customer from any Authorised Reseller provided that Caltex shall not, in any way, be bound to ensure the availability or provision of Products or be liable for any non-availability or non-provision thereof.
- (C) Cardholder must provide the StarCard to the Authorised Reseller at the time of Transaction. The Authorised Reseller will issue Cardholder with a Receipt at the time of Transaction. Customer agrees that it is each Cardholder's responsibility to ensure and verify that the Receipt correctly records the type of Product, quantity, price and other details of the purchase. Customer shall be responsible for and liable to Caltex for all transactions made with a StarCard.
- (D) Either upon Customer's request or in its own discretion, Caltex may place restrictions on the range of Products that may be purchased with the StarCard. Customer shall and shall ensure that all Cardholders use the StarCards in accordance with any such restrictions.
- (E) Each Receipt (or if no Receipt is issued, the relevant computerized record of the transaction entry) shall be deemed as conclusive and binding upon the Cardholder for all purposes of these Terms and Conditions.

#### **5. OPTIONS**

- (A) The StarCard(s) issued pursuant to Customer's Account may have the following optional feature ("Option"):
  - (i) Purchase Restrictions
- (B) **Purchase Restrictions.** It is Customer's responsibility to ensure that Cardholders do not exceed the Purchase Restrictions. Customer is responsible for any purchase in excess of the Purchase Restrictions, regardless of whether the extension of the Purchase Restrictions is approved by Caltex at the time of the Transaction. Caltex may refuse to supply any Products or Services to the Customer/Cardholders in excess of the Purchase Restrictions. Customer may at any time request Caltex to amend the Purchase Restrictions with at least 7 working days advance written notice. Such amendments shall take effect on the date immediately following the date of Caltex's approval as notified to Customer, which it may give or withhold at its sole discretion.

#### **6. CREDIT LIMIT**

- (A) Customer must not exceed its Credit Limit. Caltex may refuse to supply Products to Customer/Cardholders in excess of Customer's Credit Limit.
- (B) If any Transaction results in Customer exceeding its Credit Limit, Customer shall be liable to pay to Caltex immediately on demand any amount by which the aggregate of the total Charges on the Account exceeds the Credit Limit.

## **7. FEES, LIABILITY AND PAYMENT**

- (A) Any StarCard Transaction record received by Caltex that results from the use of a StarCard is conclusive proof that the amount recorded was properly incurred.
- (B) Any claim or dispute between Customer and an Authorised Reseller does not relieve Customer of the obligation to pay to Caltex without deduction any amount incurred using a StarCard.
- (C) Customer shall be liable to Caltex for:
  - (i) payment of all amounts properly debited to Customer's Account even if a StarCard has been used in breach of these Terms and Conditions;
  - (ii) all amounts incurred as a result of the unauthorised use of a StarCard from the time it is lost or stolen until such time as Caltex is able to cancel the StarCard after notification of the loss or theft is received by Caltex in accordance with Clause 9 below; and
  - (iii) all costs of collection and legal fees incurred by Caltex in recovering amounts payable by you.
- (D) Caltex will issue a Statement of Account to Customer for all purchases made up to the end of a Transaction Period including all fees, charges and monies otherwise due and payable to Caltex. Customer must pay the full amount set out in the Statement of Account on or before the Payment Due Date set out in the Statement.
- (E) Payment will be effected by direct debit from Customer's nominated bank account (unless a different payment method has been agreed in advance in writing between Customer and Caltex) in accordance with the Direct Debit GIRO form submitted by Customer as required pursuant to the StarCard Application Form. Customer agrees to be bound by the Direct Debit GIRO form.
- (F) In all circumstances, Customer shall pay in full the amount stated on the Statement of Account without any set-off, deduction or withholding for any reason whatsoever.
- (G) In the event that Customer fails to pay in full the amount stated in the Statement of Account by the Payment Due Date, Caltex shall have the absolute discretion to charge late payment interests on the amount so unpaid calculated from the last day of the Transaction Period until the date full payment is received by Caltex. Late payment interests shall be calculated at such rate as Caltex may prescribe from time to time. The amount of late payment interest will be debited from Customer's Account without notice and shall not be refundable in any event. In addition, Caltex may also elect in its sole discretion to suspend the Account for such period until all amounts owing to Caltex have been paid in full.
- (H) Caltex may charge and debit Customer's Account relating to any StarCard:

- (i) an annual service fee for the issue or renewal of the StarCard(s) at such rate as Caltex may prescribe from time to time without notice and such fee shall not be refundable in any event;
  - (ii) a processing fee of such amount as Caltex may prescribe from time to time without notice for any payment failure for any reason whatsoever; and
  - (iii) an administrative fee of such amount as Caltex may prescribe from time to time without notice for the replacement of any StarCard(s) or for the provision of any records, statements, Receipts or other documents relating to the use of the StarCard(s) or Account and copies thereof at Customer's request.
- (I) Any and all goods and services tax and all taxes which may from time to time be imposed or levied by any applicable governmental or regulatory authority in relation to the use of the StarCard(s) or the Account will be chargeable to and payable by Customer and will be debited from Customer's Account without notice.
- (J) Any dispute or claim Customer or Cardholder may have with any Authorised Reseller shall not affect Customer's payment obligations of the Cardholder for any amount incurred pursuant to a StarCard and Customer shall not be entitled to make any deduction or set-off or withhold payment of any amount payable to Caltex.
- (K) Customer shall, at Caltex's request, periodically provide its financial information to Caltex as shall be deemed necessary by Caltex to support any credit extension. If at any time the financial capacity of Customer becomes impaired or unsatisfactory to Caltex, in Caltex's sole judgement, advance cash payment or security satisfactory to Caltex shall be given by Customer upon demand by Caltex, and Caltex may cancel the Account or suspend Customer's right to use the StarCard(s) until such payment or security is received.
- (L) Customer shall within such time as may be specified by Caltex's notice, procure a banker's guarantee or such other collateral or security to Caltex on terms that are acceptable to Caltex, to guarantee all Charges due and owing by Customer from time to time, support any Credit Limit approved by Caltex and Customer's performance of its obligations hereunder. Caltex shall be entitled to make such request for the purpose of approving an application for StarCard issuance, ensuring payment obligations of Customer under existing Credit Limit or an increase in Credit Limit.
- (M) Customer must notify Caltex in writing of any dispute of any amount in the Statement of Account within 7 days from the date of the Statement of Account. Unless Customer disputes the amount within 7 days, the amount set out in the Statement of Account shall be taken to be accepted by Customer and due and payable to Caltex.

## **8. COMPLIANCE AND INFORMATION**

- (A) Customer undertakes and agrees with Caltex that it shall and shall ensure that Cardholders fully observe and perform these Terms and Conditions including without limitation, the following:-
  - (i) to use its best efforts to keep secure and prevent the loss, theft, damage or mutilation of the StarCard(s);
  - (ii) to immediately inform Caltex if Cardholder suspects or becomes aware of any unauthorized use of the StarCard or any loss or theft in accordance with Clause 9 below; and
  - (iii) to comply with all applicable laws, rules and regulations.
- (B) Customer agrees to provide Caltex with any information that Caltex may reasonably request about Customer or any Cardholder on their use of the StarCard or Account and

supply Caltex with any documentation related to such use which Caltex may request. Customer shall and shall procure its Cardholders to fully cooperate with Caltex in any investigation, litigation or prosecution arising in connection with the StarCard or the Account.

- (C) Customer must notify Caltex in writing as soon as possible where there has been any change in address from that set out in the StarCard Application Form. Customer will be liable for all transactions charged on a StarCard that is delivered to last advised address.

## **9. LOSS, CANCELLATION OF STARCARD**

- (A) If any StarCard is lost, stolen, misused, no longer required by Customer, Customer must immediately notify Caltex through the Caltex StarCard Hotline.
- (B) Customer shall be liable for all Charges, losses, costs, expenses or claims arising out of any use of a StarCard, whether authorised or unauthorised, until Caltex receives a notice from Customer in accordance with Clause 9(A) above and acts upon it. Cancellation of a StarCard shall occur within 7 working days upon receipt of such notice.
- (C) If any StarCard reported lost or stolen is subsequently retrieved, it shall not be used by Customer or its Cardholder(s) and Customer should immediately destroy the same.

## **10. STARCARD ONLINE SERVICES**

- (A) Caltex may in its sole discretion elect to provide the Online Services to Customers via the Site if Customer elects to sign up for such Online Services and Caltex agrees to the same. The provisions of these Terms and Conditions will govern the use of the Online Services and the Site by Customer and its Cardholders in relation to the Account. The Online Services made available on the Site are also governed by the terms of use applicable to the Site as set out therein and which are incorporated by reference hereto. The Site's terms of use may be revised at any time without notice and any use of the Site after such changes constitutes agreement by Customer to such changes.
- (B) Customer/Cardholder(s) may access and use the Online Services only upon the issuance of valid Access Codes by Caltex. Customer shall use all reasonable efforts to prevent the sharing of Access Codes by its Cardholders, anyone else within Customer's organization or any third parties.
- (C) Customer is fully responsible for all activities that occur under the Access Codes issued to its Cardholders. Customer must notify Caltex immediately through the Caltex StarCard Hotline if it becomes aware of any unauthorized use of any Access Code, or any loss or theft of such Access Code or any records thereof, or if it believes that any Access Codes has become known to any unauthorised person. Upon being so notified, Caltex may, in its absolute discretion, revoke a password and/or user logon ID and issue new Access Codes. Caltex may in its absolute discretion invalidate a user Logon ID at any time for any reason, including without limitation if it has not been used to access the Site for a continuous period of 90 days or more or after multiple attempts to log on through an incorrect user logon ID and/or password.
- (D) Customer acknowledges and agrees that Caltex are and shall remain the owners of any registration or other individual user data required to access or use the Online Services, and any other data, information or database created or obtained in relation thereto or as a result thereof by Caltex in connection with the Online Services, including without limitation any and all intellectual property rights therein. Except as expressly set forth in these Terms and Conditions, Customer has and retains no right, title, or interest in and to any of the foregoing items.

- (E) Customer is solely responsible for adopting reasonable measures to limit risks and exposure with respect to potential claims, losses or damages arising from use, non-use, interruption, delay, errors, or omissions of or in the Online Services, or the results thereof, including without limitation, examination and confirmation of data prior to use thereof, provision for identification and correction of errors and omissions, preparation and storage of backup data, replacement of lost or damaged data or media, and reconstruction of data.
- (F) Customer represents, warrants, and covenants to Caltex that: (a) Customer has not and will not enter into any agreement or understanding, either written or oral, which violates, conflicts or interferes with any provision of these Terms and Conditions; (b) the Cardholders are current employees, directors, officers or consultants of Customer with express authority to use the Online Services; (c) Customer's and Cardholders' use of the Online Services (i) will not infringe upon the proprietary rights of Caltex and any third party (including without limitation any intellectual property or privacy rights), and (ii) will comply with all applicable laws, rules and regulations; and (d) no communications, transmissions, postings, messages or other materials sent by Customer or its Cardholders to or on the Site infringe upon the proprietary rights of any third party (including without limitation any intellectual property or privacy rights).
- (G) The Online Services and the Site are provided by Caltex on an "as is" and "as available" basis. Caltex makes no representations or warranties of any kind, expressed or implied, as to the operation of the Site, the contents or any information made available on or through the Site. Caltex makes no representations or warranties of any kind, expressed or implied, as to the Online Services or any products offered on the Site or in connection therewith except as expressly contained in written documentation accompanying the relevant Online Services or products. To the full extent permissible by applicable law, Caltex disclaim all warranties, expressed or implied, including but not limited to, implied warranties of title, merchantability, non-infringement, fitness for a particular purpose with respect to all of the foregoing. Furthermore, Caltex do not warrant the accuracy or completeness of the information provided on or through the Site. Caltex may make changes to the Online Services, Software and any and all information provided on or through, including to the Online Services, products and prices described on this Site, at any time without prior notice to Customer or its Cardholders. Caltex do not warrant that the Online Services available on or functions performed at this Site will be uninterrupted or error-free, that defects will be corrected, that the Online Services will be suitable for Customer's purposes, or that this Site or the server that makes it available are free of viruses or other harmful components.
- (H) Caltex reserves the right to suspend or restrict access to the Site and may at any time in their absolute discretion without notice and without cause bar access to the Site by any person, including persons who previously had access.

## **11. LIMITATION OF LIABILITY**

- (A) Caltex and its directors, employees, agents, advisors, suppliers, licensors, advertisers and affiliates, will not be liable for any damages of any kind arising from the use of the StarCard, the Site or any of the products, services or features provided thereon, including but not limited to direct, indirect, incidental, exemplary, special, punitive and consequential damages. Without limiting any of the foregoing, this Clause shall apply to the use, inability to use, or the results of use of the StarCard, the Site, any websites linked to the Site, the materials, information, services, products or software contained at any or all such linked sites, or the materials, information, services, products or software offered on or through the Site, whether based on warranty, contract, tort or any other legal theory and whether or not a party was advised of the possibility of such damages.

- (B) Notwithstanding any provisions in these Terms and Conditions, Caltex shall not be responsible or liable to any and all Customer or Cardholders for any loss, damage or liability incurred or suffered as a consequence of any one or more of the following events or occurrences:
- (i) the refusal of any Authorised Reseller to honour or accept any StarCard or to extend or confer any privilege or benefit under the StarCard for any reason whatsoever including, but not limited to, the negligent act or omission of Caltex or its servants or agents;
  - (ii) any failure of or malfunction, defect or error in any machine or system (whether or not belonging to or operated by Caltex), howsoever caused, including the rejection of any StarCard or PIN by any machine or system or the failure to effect or complete any Transaction or the inability of any machine or system to accurately, properly or promptly transmit, process or store any data;
  - (iii) any rejection of any StarCard or any PIN by any machine or system or any failure to effect or complete any Transaction or PIN transaction, howsoever caused;
  - (iv) any mechanical, data processing or telecommunication failure, howsoever caused;
  - (v) any fire, flood, lightning, riots, civil disturbance, acts of war or insurgency or any event, the occurrence of which is beyond the reasonable control or power of Caltex to prevent;
  - (vi) any fraud or forgery perpetrated on Caltex or any Authorised Reseller;
  - (vii) any damaged to or loss of or inability to retrieve any data or information that may be stored in any StarCard or any microchip or circuit or device in any StarCard or the corruption of any such data or information, howsoever caused;
  - (viii) the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to any Transaction, Account or Customer transmitted through or stored in any electronic system or medium, howsoever caused; and/ or
  - (ix) any delay, inability or failure of Caltex to perform any of its obligations under or pursuant to these Terms and Conditions caused or contributed in any way by any one or more of the events or occurrences set out in the foregoing subparagraphs of this Clause 11(B).

## **12. INDEMNIFICATION**

Customer agrees to indemnify, defend and hold Caltex, and its directors, employees, agents, advisors, licensors, suppliers, advertisers and affiliates harmless from and against any and all claims, damages, losses, costs (including legal costs on a full indemnity basis) or other expenses that arise directly or indirectly out of or from (i) any breach or wrongful termination by Customer of these Terms and Conditions; (ii) the issue of the StarCard to the Customer; (iii) the use of the StarCard whether or not by the Cardholders or in connection with any Product; (iv) the cancellation of the StarCard; (v) the loss or theft of the StarCard (subject to Clause 9 above); (vi) recovering or attempting to recover overdue Charges and late payment interests or any other sum owing to Caltex by Customer, whether before or after judgement has been rendered; or (vii) the enforcement or attempted enforcement of any of these Terms and Conditions or the rights of Caltex with respect to Customer or the StarCard; (viii) any breach by its Cardholders of the Site terms of use; and/or (ix) any activities of its Cardholders in connection with the StarCard or the Site.

## **13. SUSPENSION, TERMINATION OF USE OF STARCARD AND ACCOUNT**

- (A) The use of any or all StarCards or the Account may be suspended or terminated by Caltex at any time without prior notice and without assigning any reason for such



suspension or termination. The use of any or all StarCards or the Account may be terminated by Customer by giving at least 7 working days' written notice thereof to Caltex.

- (B) Immediately upon termination of the use of any or all StarCard(s) (whether by Caltex or any Customer) or the Account:
  - (i) Customer shall return such StarCard(s) to Caltex or destroy the same in accordance with instructions of Caltex and notwithstanding such termination, any use of the StarCard or the PIN of a StarCard (whether or not by the Cardholder(s)) before it is returned to Caltex or destroyed shall be deemed to be use by Customer; and
  - (ii) Customer shall settle in full all purchases and Charges incurred on all StarCards (relating to the Account) up to and including the date without need for any demand from Caltex.
- (C) No suspension, termination or cancellation in accordance with these Terms and Conditions shall affect Customer's obligations and liability to effect full payment for any purchases of Products and/or Online Services charged to any StarCard(s) or otherwise prescribed in these Terms and Conditions; nor shall it prejudice Caltex's rights in respect of any antecedent breach of these Terms and Conditions and stipulations herein contained.

#### **14. PROPERTY OF STARCARD**

- (A) All StarCards are and shall remain the property of Caltex and are not transferrable.
- (B) "Caltex" and "StarCard" are registered trademarks of Chevron Singapore.

#### **15. AMENDMENT**

Caltex reserves the right, and shall be entitled, to vary or amend these Terms and Conditions at any time from time to time by notice to Customer or by posting on the Site. Such amendments shall take immediate effect from the date specified by Caltex. Customer shall be deemed to have accepted and agreed to such amendments without reservation unless Caltex receives Customer's written notice of termination of the use of the StarCard(s) or Account within 7 days of such effective date.

#### **16. ASSIGNMENT**

Customer shall not have the right to assign, transfer or delegate any or all of its rights or obligations hereunder. Caltex may assign or novate any or all of its rights, title and interests (including any claims or right to receive payment of any monies hereunder) in or contemplated under these Terms and Conditions to any party on notice to but without the prior consent of Customer.

#### **17. WAIVER**

If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. No failure, delay or indulgence given by Caltex in exercising any of its rights pursuant to these Terms and Conditions shall be deemed to be a waiver of that right nor shall it operate to bar the exercise or enforcement of it at any time or times thereafter.

## **18. NOTICES**

Any notice referred to in these Terms and Conditions shall be deemed to have been received by Customer on the date following its posting if by mail or on the same day, if by electronic communication made by Caltex. Unless otherwise provided in these Terms and Conditions, any request, notice or communication from Customer to Caltex shall be in writing and signed by Customer and shall only be effective upon actual receipt by Caltex.

## **19. DISCLOSURE**

- (A) Caltex shall be entitled and is hereby irrevocably authorised by Customer to disclose Personal Information obtained by Caltex to its related entities, agents, current or prospective business partners and other strategic partners which may include disclosure for the purposes of sending promotional, marketing and other publicity information from Chevron via mobile phone number, mailing address and/or email address from time to time. Caltex shall be further entitled and is hereby irrevocably authorised by Customer, in the event Customer fails to make payment pursuant to Clause 7, to disclose Personal Information to consumer credit entities, agencies or bureaus who may retain, compile, interpret, report, synthesize, process or disclose such Personal Information to other credit grantors, agents or organisations for purposes of, including without limitation, conducting credit checks, assessing creditworthiness, collecting debts, determination of indebtedness and liabilities and other purposes incidental thereto.
- (B) Caltex may also disclose Customer Personal Information to third parties in circumstances where Caltex believes that the law requires it or in response to what Caltex believes in its sole discretion to be an emergency. Caltex reserves the right to co-operate with law enforcement agencies with respect to the use of StarCard for illegal activities and Caltex also reserves the right to report any suspected illegal activity for investigation or prosecution.
- (C) Caltex cannot and does not assume any responsibility or liability whatsoever for any actions, negligence or omissions of any such agents, current or prospective business partners, other strategic partners, consumer credit entities, agencies or bureaus, credit grantors, agents or organizations or other third parties to which Personal Information is disclosed pursuant hereto, including the way in which they retain, compile, interpret, report, synthesize, process, disclose or use such information.

## **20. GOVERNING LAW AND JURISDICTION**

- (A) This Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Singapore.
- (B) A party who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term hereunder but this does not affect any right or remedy of a third party which exists or is available apart from the Act.