

## Shell On Demand Sharing Service Acceptable Use Policy and Privacy Statement (AUP)

### 1. Introduction

The Shell<sup>1</sup> Acceptable Use Policy and Privacy Statement (“AUP”) applies to the online collaboration environment service including any application which is provided as part of that service (the “OnDemand Sharing Service” or “Service”) provided to you. Shell companies have their own separate identities but in the context of the Shell OnDemand Sharing service we refer to the Shell company that offers you the use of the Shell OnDemand Sharing Service in connection with a (service) agreement that the Shell company has agreed with you or your employing company. For cases where no Shell company is clearly identified as providing this service, this service shall be provided and operated by:

- (a) Shell Information Technology International BV (“SITI BV”) for the European Union;
- (b) Shell Information Technology International Inc for the United States of America (“SITI Inc”);
- (c) Shell Business Service Centre Sdn Bhd for the Asia-Pacific region excepting India (“SBSC”); and
- (d) Shell India Markets Private Limited for India (“SIMPL”)

In accordance with [Shell General Business Principles](#) and [Code of Conduct](#), we seek to operate responsibly and in accordance with applicable law when providing access and use of Shell OnDemand Sharing Service, and we aim to preserve the ability to use Shell’s network and internet for all our users without interference or harassment from other users.

You agree to use the Shell OnDemand Sharing Service in accordance with the AUP, the Shell General Business Principles and Shell Code of Conduct.

“Use” includes accessing the OnDemand Sharing service, and publishing, transmitting, downloading or uploading, submitting/receiving, posting, copying, or otherwise reproducing, storing, processing, or transmitting data over the OnDemand Sharing Service.

Be aware that the most current version of the AUP is posted at the following link, [here](#) and is updated by Shell from time to time.

### 2. The OnDemand Sharing Service

The Service is managed by Shell IT<sup>2</sup> and is provided on an "as is" and "as available" basis. Shell does not make any warranties (either express or implied) that the Service will be uninterrupted, error-free or fit for any particular purpose. Shell does not take any responsibility for and assumes no liability for any data uploaded, transmitted or downloaded using the Service. You may make reasonable use of the Service, within the boundaries provided by this AUP.

### 3. MONITORING

**PLEASE NOTE ALL ACTIVITIES, INCLUDING DATA TRAFFIC, WHEN CONNECTED TO THE SERVICE MAY BE MONITORED, AUDITED, FILTERED, DE-ENCRYPTED, OR BLOCKED TO (I) PREVENT OR CEASE USE THAT CONSTITUTES PROHIBITED ACTIVITIES (SEE DEFINED TERM BELOW) OR DOES NOT COMPLY WITH APPLICABLE LAW OR THE AUP, (II) TO INVESTIGATE SUSPECTED UNAUTHORISED OR CRIMINAL BEHAVIOR, (III) TO INVESTIGATE AND ACT UPON SUSPECTED PROHIBITED ACTIVITIES OR SUSPECTED**

---

<sup>1</sup> The companies in which Royal Dutch Shell plc directly and indirectly owns investments are separate entities. In this document the expressions "Shell", "Group" and "Shell Group" are sometimes used for convenience where references are made to Group companies in general. Likewise, the words "we", "us" and "our" are also used to refer to Group companies in general or those who work for them..

<sup>2</sup> The expression "Shell IT" is a trading style used by a community of separate companies and other organisational entities within the Shell Group. The expressions "Shell", "Group", "Shell Group" and "Shell IT" are also used where there is no purpose in identifying specific companies.

**BREACHES OF THE AUP, CODE OF CONDUCT OR ANY OTHER APPLICABLE LOCAL SHELL POLICY OR PROCEDURE, (IV) TO SECURE THE CONTINUED AVAILABILITY, INTEGRITY, SECURITY AND AND GOOD OPERATION OF SHELL NETWORKS AND SYSTEMS OR NETWORK AND SYSTEMS OF OTHERS, (V) TO AUTHENTICATE INDIVIDUAL STATUS AND ACCESS RIGHTS, (VI) FOR LEGAL OR REGULATORY COMPLIANCE, LITIGATION INVESTIGATIONS AND DEFENCE OF CLAIMS; (VII) (WHERE APPLICABLE) FOR FINANCIAL MANAGEMENT OR BILLING OF SERVICES PURPOSES, (VII) FOR MANAGEMENT REPORTING OR ANALYSIS.**

**IF YOU DO NOT WISH YOUR COMMUNICATIONS TO BE SUBJECT TO THE ABOVE DESCRIBED MONITORING THEN YOU SHOULD NOT USE THE SERVICE.**

#### **4. PRIVACY STATEMENT**

**YOUR PERSONAL DATA IS COLLECTED TO CREATE YOUR ACCOUNT FOR THE SERVICE (E-MAIL ADDRESS, NAME AND LOGIN), WILL BE PROCESSED BY SHELL SOLELY FOR THE PURPOSES OF (I) ACCOUNT CREATION AND AUTHENTICATION; (II) SERVICE MONITORING AS DESCRIBED ABOVE – IN ACCORDANCE WITH THE GLOBAL SHELL PRIVACY NOTICE - BUSINESS CUSTOMER, SUPPLIER, PARTNER OR INVESTOR AVAILABLE AT [WWW.SHELL.COM/PRIVACY](http://WWW.SHELL.COM/PRIVACY) AND THE SHELL WEBSITE AT YOUR LOCATION. PLEASE REFER TO THIS NOTICE FOR ADDITIONAL IMPORTANT INFORMATION ON HOW YOUR PERSONAL DATA IS PROCESSED BY SHELL.**

#### **5. General Prohibited Activities**

Shell prohibits the use of the Services in any way that is unlawful, harmful, results in publication of offensive, pornographic or defamatory material, violates or facilitates the violation of the rights of others (such as privacy, property, or intellectual property rights), constitutes SPAM or email abuse, poses a security risk for Shell or others (such as a consequence of malware, viruses, botnets, or security threats), interferes with the use of services received by others, is otherwise inappropriate or in breach of the Shell General Business Principles or Shell Code of Conduct (“Prohibited Activities”).

You agree not to use the Service for any Prohibited Activities.

##### **a. Violations of applicable laws**

The Service shall not be used in connection with any criminal, civil, or administrative violation of any applicable local, state, provincial, federal, national, or international law, treaty, court order, ordinance or administrative rule. In the event of a suspected violation of applicable laws, Shell is entitled to report such violation to the authorities with or without notice.

##### **b. Threatening Material:**

The Service shall not be used to access, host, post, transmit, or re-transmit any websites, content or material, that harasses, or threatens the health or safety of others.

##### **c. Offensive Materials**

The Service may not be used to access, transmit, or store websites or material of an offensive nature, including obscene, pornographic, indecent, abusive and harmful materials, or to transmit to recipients material which is inappropriate for them, including obscene or offensive materials to children.

##### **d. Violation of intellectual property rights**

The Service shall not be used for activity that infringes, misappropriates, facilitates infringement, or otherwise violates the rights (including intellectual property rights), of Shell or others, including but not

limited to rights protected by copyright, patent, trademark laws, trade secrets, right to publicity, moral rights or other intellectual property rights.

Shell may investigate or monitor, but has no obligation to investigate or monitor possible intellectual property rights infringements with respect to your use of the Service. Shell maintains a procedure that allows for termination of the Service with or without notice if it receives a claim asserting violation of intellectual property rights by you, and suspects, acting reasonably, that your use is in infringing.

#### **e. SPAM**

The Service may not be used to issue SPAM. Examples of SPAM include (but are not limited to) any of the following activities:

- sending any unsolicited messages that provoke or can provide complaints;
- sending messages that do not accurately identify the sender, the sender's return address, and the address of origin;
- sending unsolicited commercial messages, or unsolicited electronic messages directed at advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender; or
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the Service or Shell network or of the networks with which the Service or Shell networks interconnect.

#### **f. Security Violations**

The Service may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Shell's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- denial of service attacks;
- distributing or using tools designed to compromise security;
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;

- using manual or automated means to avoid or circumvent any use limitations placed on the Service; or
- providing guidance, information or assistance with respect to causing damage or security breach to the Service or Shell network.

You are and remain, at all times, responsible for ensuring and maintaining security of your systems and the machines that connect to and use Service, including implementation of necessary patches and operating system updates.

If you become aware of any security violation in connection with the Service you should report such without delay to [cert@shell.com](mailto:cert@shell.com).

#### **g. Non reasonable and business use**

You may not use the Service in a way that interferes, overburdens the Service, or otherwise causes the Service to fail or not be available. You agree to not to use the Service for entertainment or other non-business purposes, such as online gambling sites. The Service is configured to prevent use for any non-professional entertainment purposes (including those that involve streaming of audio and or video, or for downloading of entertainment or non-company related data). You are prohibited from (attempting) to circumvent any security measure or configuration to enable use for non-business purposes.

#### **6. AUP Enforcement**

To achieve the Goals of the AUP, Shell will determine, in our discretion, whether a use of the Service violates this AUP. While it is not our intent or responsible to monitor, or control communications on the Service, when we become aware of a violation of this AUP, we may take such action as we deem appropriate to address the violation as described below.

Violations of this AUP may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of Service, or other response appropriate to the violation, as we determine in our discretion.

Shell reserves the right to act without notice when necessary, as we determine in our discretion.

Shell may cooperate with internet service providers, or other IT service providers to enforce this AUP. Shell may involve, and will cooperate with, regulators or law enforcement if violations of applicable law including criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law.

#### **7. Incident Reporting**

Any incidents, complaints or issues regarding violation of this AUP should be directed to the Shell [Global Helpline](#). Where possible, include details that would assist Shell in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

#### **8. Liability**

To the maximum extent permitted by law, Shell disclaims all liability in relation to the Service, In particular, Shell is not liable for any direct, indirect, incidental, special or consequential losses or damage arising from your use of or inability to use the Service, or your reliance on or use of information or

services provided using the Service, or which result from mistakes, omissions, interruptions, defects, delays or any failure in performance of the Service.

#### **9. Governing Law**

The AUP, and any dispute or claim arising out of or in connection with this AUP or its subject matter or formation, including any non-contractual disputes or claims, will be exclusively governed by and construed in accordance with:

- (a) the laws of the country or state where the Shell company providing the Service is incorporated;
- (b) the laws of the Netherlands if the Service is provided by SITI BV;
- (c) the laws of Texas, if the Service is provided by SITI Inc;
- (d) the laws of Malaysia, if the Service is provided by SBSC; or
- (e) the laws of India, if the Service is provided by SIMPL.

in each case, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this AUP.

#### **10. Dispute Resolution**

- (a) Any dispute or claim arising out of or in connection with the AUP or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by the Netherlands Arbitration Institute (“Nederlands Arbitrage Instituut”) under its then current commercial arbitration rules.
- (b) The arbitral tribunal, to be appointed in accordance with the arbitration rules, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD \$5 million, then the tribunal will consist of three arbitrators. The seat of the arbitration will be The Hague, Netherlands, the language of the arbitration will be English, and the International Bar Association Rules on the Taking of Evidence in International Arbitration will apply to the arbitration.
- (c) Each party waives, to the fullest extent permitted by law, any right under the laws of any jurisdiction:
  - (A) to apply to any court or other judicial authority to determine any preliminary point of law; and
  - (B) to appeal or otherwise challenge the award, other than on the same grounds on which recognition and enforcement of an award may be refused under Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (“The New York Convention”).
- (ii) Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties will carry out the award without delay. Judgment upon any award or order may be

entered in any court having jurisdiction. All aspects of the arbitration will be considered confidential.