



TERMS OF SERVICES & CONDITIONS

By using our services, you hereby consent to the following Terms of Service.

1. CONTRACTUAL RELATIONSHIP

Our website www.fulltank.co.za (the “**Website**”) and the application under the tradename of FULL TANK related to it (the “**App**”) (together the “**Platform**”) are operated by FULL TANK by OIL-X (Pty)Ltd with registration number 203/873859/07 under Licence by the Department of Minerals and Energy South Africa W/2024/0033 at 1 Monte Casino Boulevard ,The Pivot, Block A , 2nd Floor , Fourways, Johannesburg , RSA and its affiliates (hereinafter collectively referred to as “**FULL TANK**” or “**we**” or “**us**” or “**our**”).

These Terms of Use are applicable to all visitors, users and others who access and/or use the Website and the App (the “**Users**” or “**you**”).

Using or accessing any of the services offered by FULL TANK through the Website and/or the App (the “**Services**”) indicates your acceptance of these Terms of Use without the need for your handwritten signature. Therefore, if you do not accept these Terms of Use, generally or partially, please do not continue to use or access the Services.

Please read these Terms of Use carefully. Together with our Privacy Policy and other terms available on the Website or on the App, these Terms of Use govern our relationship with you and shall constitute a legally binding agreement between you and us (the “**Agreement**”).

This Agreement supersedes any prior agreements or arrangements between FULL TANK and you. FULL TANK may immediately terminate this Agreement and/or any provision of Services thereunder, or generally cease offering or deny access to the Services or any portion thereof at its sole discretion, at any time for any reason, without incurring any liability towards you.

Supplemental terms may apply to certain Services, such as Services provided through third-parties, policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you prior to accessing and/or using with the applicable Services (“**Supplemental Terms**”). Supplemental Terms are in addition to and shall be deemed a part of this Agreement for the purposes of the applicable Services. The provisions of the Supplemental Terms shall prevail over the provisions of this Agreement in the event of a conflict with respect to the applicable Services.

2. GENERAL CONDITIONS

By agreeing to these Terms of Use, you:

- a. warrant and represent to us that (i) you are at least the age of majority in the country of provision of the Services; and (ii) you are not a person banned from entering into agreements in the country of provision of the Services;
- b. agree that you must not use the Website and/or the App for any illegal, harmful, fraudulent, or unauthorized purpose nor may you, in the use of the Website and/or the App, violate any applicable laws, including but not limited to copyright laws;
- c. agree that you must not reproduce, duplicate, copy, sell, resell or exploit any portion of the Website and/or the App, without express written permission by us; and
- d. agree that you must not transmit to the Website and/or the App any viruses or any code of a destructive nature.



We reserve the right to prohibit any person from accessing and/or using the Services for any reason whatsoever and at any time without notice.

We, along with our affiliate companies and/or partners, exclusively own and control all intellectual property rights available on our Website and the App, including, without limitation, text, design, graphics, logos, images, downloads, code and software. Any copying, distributing, posting, linking or otherwise modifying of the Website and/or the App by you without our express written authorization will be considered an infringement of the relevant intellectual property right.

3. CONDITIONS RELATING TO THE SERVICES

The Services constitute a technology platform that enables the Users to arrange and schedule logistics services, including, inter alia, car wash services, delivery of fuel services, oil changing services, battery, tyre, and oil change services as well services such as insurance services, Licence Disk renewal, breakdown, towing and all other services provided.

When using the Services, you agree to comply with all applicable laws and regulations in the country of provision of the Services.

Unless otherwise agreed by FULL TANK in a separate written agreement with you, the Services are made available solely for your personal and non-commercial use.

Please note that we may add additional services from time to time to our existing Services provided by us. Any such additions or amendment will be reflected in this Agreement or the Supplemental Terms, and you will be notified accordingly via the Website and the App.

The provision of the Services by FULL TANK is subject to the following terms and conditions:

i. Opening of Account

Personal / individual Accounts

In order to benefit from the Services, you must download the App on your smart device, follow the instructions and provide all required information in order to create your account (the "Account") and allow FULL TANK to provide you with the Services. You should provide personal information requested by FULL TANK in order to create the Account. You hereby allow FULL TANK to collect your personal information and your precise geolocation in accordance with its Privacy Policy. FULL TANK may send you informational and marketing text messages unless you choose not to receive such messages.

You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by FULL TANK in writing, you may only possess one Account.

Group accounts

All group and corporate accounts can and shall be opened by our administrators and team or by completing application form on our website : www.fulltank.co.za or via email to admin@fulltank.co.za

ii. Geolocation

You agree to allow FULL TANK to collect your precise geolocation. We collect this geolocation for the purpose of providing you with the Services and improving your user experience – such as reminding you to request a fill. You may disable your geolocation but be advised this may impact our provision of the Services to you.





iii. User Conduct

You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity.

In certain areas and/or countries, and with certain fuel products, FULL TANK 's mobile refuelling service may only be used by registered members or groups in compliance with our licence. In addition, in certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to use of the Services if you refuse to provide proof of identity for verification and for FICA and KYC purposes.

iv. Network Access & Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. FULL TANK does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

You may only access the Services by using authorized means. FULL TANK reserves the right to terminate this Agreement if you use the Services with an unauthorized device.

v. License

Subject to your compliance with this Agreement, FULL TANK grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:

- a. access and use the Services on your personal mobile device or computer solely in connection with your personal and non-commercial use of the Services; and
- b. access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal and non-commercial use. Any rights not expressly granted herein are hereby reserved by FULL TANK and FULL TANK 's licensors.

vi. Third Party Services & Content

The Website and/or the App may contain advertisements or links to third parties' websites. The Services may be made available or accessed in connection with third party services providers and content (including advertising) that FULL TANK does not control. You acknowledge and agree to their terms and conditions or terms of use and privacy policies or any other policies or cookies that may apply to your use of such third-party services and content that might differ from this Agreement. FULL TANK will not be responsible or liable for any products or services of such third-party service providers, for any acts or omissions of any advertiser, etc. Such third-party service providers shall be solely and fully responsible for their third-party services or products provided through the Platform.

Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited are third-party beneficiaries. If you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively by these third parties' beneficiaries, you must abide by their terms as set forth in the terms of use/service of their applications. These third-party beneficiaries are not parties to this Agreement and are not responsible



for the provision or support of the Services in any manner. Your access to our Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of use/service. You agree to comply with any applicable third-party terms when using our Services.

vii. Ownership

The Services and all rights therein are and shall remain FULL TANK 's property or the property of FULL TANK 's licensors. Neither this Agreement nor your use of the Services convey or grant to you any rights:

- a. in or related to the Services except for the limited license granted above; or
- b. to use or reference in any manner FULL TANK 's company names, logos, product and service names, trademarks or services marks or those of FULL TANK 's licensors.

viii. Text Messaging

You agree to allow FULL TANK to send you informational text (SMS) messages for the purpose of delivering the Services and improving your customer experience – for example, if we need to contact you in the event we are not able to locate your vehicle. You can opt out of receiving the text messages by replying "STOP" after any text message received but be advised this may impact Services from FULL TANK to you.

ix. Referral Program & Promotional Codes

FULL TANK may, at its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for Account credit, or other features or benefits related to the Services and, subject to any additional terms that FULL TANK establishes on a per promotional code basis.

You agree that Promo Codes:

- a. must be used for the intended audience and purpose, and in a lawful manner;
- b. may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by FULL TANK ;
- c. may only be used for new unique users, unless expressly permitted by FULL TANK ;
- d. may be disabled by FULL TANK at any time for any reason without liability to FULL TANK ;
- e. may only be used pursuant to the specific terms that FULL TANK establishes for such Promo Code;
- f. are not valid for cash; and
- g. may expire prior to your use.

FULL TANK reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other users in the event that FULL TANK determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or this Agreement.



x. User Provided Content

FULL TANK may, at its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to FULL TANK through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (“User Content”). Any User Content provided by you remains your property.

However, by providing User Content to FULL TANK, you grant FULL TANK a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, use, copy, modify, create derivative works, distribute, publicly display, publicly perform, and otherwise utilize in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and FULL TANK’s business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. You further represent and warrant that:

a. you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant FULL TANK the license to the User Content as set forth above; and

b. neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor FULL TANK’s use of the User Content as permitted herein will infringe, misappropriate or violate a third party’s intellectual property or proprietary rights, rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by FULL TANK in its sole discretion, whether or not such material may be protected by law. FULL TANK may, but shall not be obligated to, review, monitor, or remove User Content, at FULL TANK’s sole discretion and at any time and for any reason, without notice to you.

xi. Beta Services

FULL TANK sometimes releases products, services, and features that we are still testing and evaluating (“**Beta Services**”). FULL TANK will inform you of any Beta Services that may become available by identifying them as “beta”, “preview”, “early access”, or “evaluation” (or with words or phrases with similar meanings) and may not be as reliable as FULL TANK’s other services, so please keep that in mind.

4. THE SERVICES

We provide the Services across various countries/locations (the “Area(s)”), either directly or indirectly through our partners, franchisees and/or licensees. Some Services or options, including service levels, technical support hours, and delivery times will vary by geography and certain Services or Service options may not be available for purchase in your Area. Any and all available Services in your Area shall be indicated on the Platform.

FULL TANK may modify the Services with or without prior notification subject to the other terms and conditions of amendment under this Agreement, as applicable.

i. Ordering the Services

You can place your order for the Services by logging into your Account and choosing one of the available Services on the Platform. Booking may also be made by calling us on the phone number mentioned on the Platform. You should make sure that sufficient, accurate and correct information about the vehicle you are ordering the Services for (the “**Vehicle**”) and its location is provided to FULL





TANK in order to easily locate and identify the Vehicle. If the location of the Vehicle provided is inaccurate or incorrect, we reserve the right to charge you for unsuccessful delivery of the Service you ordered. You can only choose one type of Service (as detailed on the Platform) in a single order. FULL TANK may provide some and/or all the Services, depending on the country of the provision and availability of such Services. In addition to the type of Service chosen, you should select one suitable time-slot from the list of available time-slots ("**Time-slots**") shown on the Platform.

The Services are provided on an "as available" basis. FULL TANK reserves the right to cancel or restrict orders for the Services subject to availability and subject to the other terms and conditions of this Agreement.

In addition to your obligations under a specific Service ordered, you further agree to undertake the following obligations:

- a. You must disclose to us all defects in your Vehicle, known or suspected by you, which may be affected by our Services prior to us commencing the provision of the Services.
- b. You must remove all your valuables, property, or any belongings from your Vehicle. We will not be liable for any loss or damage caused to your valuables, property or any belongings left in your Vehicle.
- c. You shall ensure that your Vehicle is insured at all times.
- d. You will be liable for any death, injury or damage suffered by us or our staff attributable to any defect in your Vehicle or any harmful contents.
- e. Child seats or any other seats must be removed from your Vehicle before the Services. We will not be liable for any loss or damage caused to such seats if left in the Vehicle during the Services. We will also not be able to refit seats under any circumstances.
- f. You confirm that you have a spare set of keys for your Vehicle. We shall not be liable for loss or damage caused to you or the Vehicle by our losing the keys or locking them in the Vehicle.
- g. You shall inspect your Vehicle within 24 hours from the provision of the Services and complaints should be raised during this timeframe.
- h. If you are not satisfied with any aspect of the Services, you can submit a complaint to our support team either through our Help Line phone number published on our website or write an email to support@fulltank.co.za . All requests and/or claims/complaints should be sent within 24 hours following the provision of the Services. It will be at the discretion of FULL TANK to take appropriate decision, including a refund if such refund is justified. No refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage of the Services, disruption caused to our Platform either planned, accidental or for any reason whatsoever.
- i. By accessing and subscribing to our Services, you agree to grant us access to the information about the Vehicle to provide you with the Services. You also grant us a permission to take the images of the Vehicle internally and externally, if necessary and where possible. This information can be shared with third party service providers when and as it is required. FULL TANK will make every effort to maintain the accuracy and confidentiality of any such information provided to us. If you wish to make any additions or corrections to the information already provided to us, please transmit it to us via the "contact us" on the Platform.
- j. Subject to the payment terms provided under this Agreement, you shall pay for the Services you order at the price set out on the Platform at the time of the order placement. FULL TANK shall not process any order unless the payment made by you is successful noting that this might have an impact on the chosen Time-Slot. Any amount unpaid will result in us retaining your Vehicle, entirely at your own risk, and not releasing it until you have made the payment in full to us.



ii. Car Wash Services

In addition to the above, when you order for any of the car wash services:

- a. You shall ensure that you are extremely cautious when collecting your Vehicle, as polish and other cleaning products can be slippery. We shall not be liable for any loss or damage whatsoever caused because of you failing to follow this warning.
- b. Old paintwork, old Vehicles, weaker plastics may be damaged in the cleaning process. All such defects shall be indicated to our staff prior to commencement of the cleaning process; and we agree to provide the car wash service at your risk.

iii. Fuel Delivery & Add-ons Services

FULL TANK may, depending on the Areas, deliver certain add-ons such as fuel additives & windshield cleaning liquids (herein after referred to as “**Add-ons**”). You can place an Add-ons order only along with a fuel order. Your order will be fulfilled as per the time specified for your specific delivery and cannot be prioritized. FULL TANK does not commit to a certain time period to fulfil orders. FULL TANK will not be responsible for any damages or harm done to the Vehicles upon adding the Add-ons or fuel except in the case of gross negligence and wilful misconduct. In addition, you acknowledge and agree that FULL TANK will not be responsible for any third parties’ products and services sold/bought on the Platform.

Where you choose to order for fuel and the Add-ons, you shall ensure that prior to any delivery, you have all safety measures in place and that there are no risks that might emanate from such delivery. This control must be constant to prevent dangerous situations from arising when fulfilling the orders by us and/or provision of Services to you. Further:

- a. You agree that the delivery of Add-ons will be made along with the fuel delivery.
- b. You will always be billed based on the quantity supplied. Should the delivered quantity be less than the specific quantity ordered due to your tank reaching the maximum safe level, we reserve the right to charge you according to the quantity delivered not the quantity ordered and refund the amount for litres owed.
- c. FULL TANK will not be liable for any damage to your Vehicle occurring because you selected the wrong fuel type for your Vehicle.
- d. FULL TANK’s employees reserve the right to contact you through various channels during the order process in order to ensure proper delivery of the fuel and Add-ons.
- e. FULL TANK will deliver the fuel and the Add-ons to the location provided by you. If the location provided is inaccurate or incorrect, we reserve the right to charge you for unsuccessful delivery.
- f. FULL TANK reserves the right not to deliver in case of stockouts or technical difficulties to deliver the Add-ons. No amount will be charged in such a case.
- g. If wrong type of Add-ons is delivered, FULL TANK will compensate you for the value of the Add-ons ordered.
- h. FULL TANK reserves the right to deliver a lower quantity of Add-on than what is ordered by you if your Vehicle capacity is lower than quantity ordered.
- i. Cancelling Add-ons order without cancelling the fuel order is not possible. In case the cancellation is



due to a reason attributable to FULL TANK or to a FULL TANK driver, you will not be charged any amount for the order.

j. You acknowledge that subject to any other cancellation terms provided under this Agreement, FULL TANK also reserves the right to cancel or restrict Add-on orders subject to availability and without any liability to you.

To achieve the above, you must:

a. agree to abide by all safety instruction as indicated by the FULL TANK driver and as applicable per applicable laws in the country of provisions of the Services;

b. ensure that the Vehicle to be refuelled is parked and the engine switched off;

c. not enter a designated exclusion zone as will be indicated by the FULL TANK driver when fulfilling the order (the "Designated Exclusion Zone");

d. make no attempt to operate or handle any of the equipment being used either to deliver the fuel, or provide a safe environment for the process;

e. not smoke within the Designated Exclusion Zone;

f. not use a mobile phone or other electronic device within the Designated Exclusion Zone;

g. ensure children are kept under control and do not interfere with equipment or distract the FULL TANK driver during the refuelling process;

h. agree not to attempt to enter or exit the vehicle during the refuelling delivery to avoid the potential for any build-up of static electricity during the refuelling process;

i. not interfere in the driver operations in any way as FULL TANK will reserve the right to lodge a formal complaint; and

j. be respectful to our employees.

FULL TANK reserves the right to charge a delivery fee if your Vehicle is not accessible/refuelled due to non-compliance to safety requirements.

FULL TANK also reserves the right to set a minimum fuel order amount on all your orders. Where FULL TANK sets a minimum fuel order and you place an order below such minimum order, you acknowledge and agree that FULL TANK shall charge you an admin fee in order to reach the minimum order amount.

Orders made during Peak Hours (as defined below) will be charged a service fee in addition to the fuel order amount. For purposes of these terms and conditions, "Peak Hours" means such timings displayed in the App as peak hours at the time of your order and determined by FULL TANK due to numerous people placing orders at the same time. When you make an order in the App during the Peak Hours, we shall display the applicable service fees and the Peak Hour range before confirming your order to decide on whether to proceed with the order. The service fee is inclusive of VAT and will be part of the breakdown of the total order fees on your order receipt. We will not charge you the service fee for orders planned during Peak Hours but completed by FULL TANK during off Peak Hours due to a delay on our part.

iv. Oil Change Services



FULL TANK may provide the oil change services in a particular Area and for a particular type of Vehicles (e.g., petrol vehicles). The oil change services are not available for all types of vehicles and the provision of such services is subject to the type of your Vehicle's engine parts. You will have to select the type of oil, the type of vehicle, the type of engine and one suitable time-slot from the list of available Time-Slots shown in the Platform.

Where you choose to order for oil change services, you acknowledge and agree that:

- a. FULL TANK will not be responsible for any damages or harm done to the Vehicles upon undertaking the oil change service except in the case of gross negligence and wilful misconduct. In addition, you acknowledge and agree that FULL TANK will not be responsible for any third parties' products and services sold/bought on the App and provided to the User.
- b. The price for the oil change service will vary depending on the chosen vehicle type, oil type and engine type. If you have selected the option "I do not know my engine type" on the App, you will be provided with a range of the price (with a minimum and a maximum of the price included without a fixed price included) that might be applied for the provision of the oil change service. We will not proceed with the oil change before payment is confirmed.
- c. FULL TANK will not be liable for any damage to your Vehicle occurring because of the User selecting the wrong engine type or oil type for the Vehicle on the App.

v. Battery Change Services

FULL TANK shall provide car battery change services through a third-party service provider who will perform a diagnostic check, and where necessary a jumpstart or install a new battery to your Vehicle under the Supplemental Terms.

Where you choose the battery change services:

- a. You agree to cooperate with the technician and follow any instructions given to you during or after the diagnostic check and the replacement of the battery.
- b. You shall be bound by the third-party service provider's Supplemental Terms and their warranty terms and conditions that shall be made available prior to replacement of your battery.
- c. The Fees provided on the Platform at the time you order the battery change services is only an estimate and may change depending on what is wrong with your battery as determined during the diagnostic check.
- d. You acknowledge that no representation has been made by us as to the fitness of the batteries and the related battery change services for your intended purpose. We disclaim any and all liability, including any express or implied warranties, whether oral or written, for such services or battery(ies).
- e. You agree that we are not obliged to take any steps to resolve any complaints or claims arising out of defective battery installed in your Vehicle, however, if you send your complaints/claims to us within 24 hours of the instalment, we may at our sole discretion consider assisting in resolving such complaints/claims.

vi. Tyre Change Services

FULL TANK may provide tyre change services in a particular Area and for a particular type of Vehicles. The tyre change services are not available for all types of vehicles and the provision of such services is subject to the type of your Vehicle and the tyre sizes.



You will have to select the brand of tyre, and tyre size, the type of vehicle, the type of engine and one suitable time-slot from the list of available Time-Slots shown in the Platform.

Where you choose to order for tyre change services, you acknowledge and agree that:

- a. FULL TANK will not be responsible for any damages or harm done to the Vehicles upon undertaking the tyre change service except in the case of gross negligence and wilful misconduct. In addition, you acknowledge and agree that FULL TANK will not be responsible for any third parties' products and services sold/bought on the App and provided to the User.
- b. The price for the tyre change service will vary depending on tyre brand and size. You will be provided with a range of tyre brands, their prices and the tyre sizes available that might be applied for the provision of the tyre change service. We will not proceed with the tyre change before payment is confirmed.
- c. Risk and title to the tyre passes to the User upon fixing of the selected tyres on the User's Vehicle. FULL TANK will not be liable for any damage or loss caused to the tyre or the User's Vehicle that occurs as a result of using the tyre change or to any damage or loss whatsoever caused as a result of using the tyres ordered as part of the tyre change service on the App.
- d. FULL TANK partners with third party service providers that are responsible for the tyre change service, any warranty and all after-sales services are directly provided by such service providers in accordance with their own terms and conditions.

5. PAYMENT

You are responsible for all fees associated with your purchase of the Services (the "**Fees**"). We are responsible for communicating those Fees to you clearly and accurately on the App and the Website prior to placing any order and you are responsible to paying the Fees upon requesting a Service. You agree to receive a receipt via email or text or through the App itself following your payment of the Fees. If a modification or cancellation of Services is necessary, FULL TANK will notify you of this. You are under no obligation to tip your driver for the Services rendered, though we would appreciate if you provided feedback about your experience.

For Services where payment is not made immediately upon making an order, you authorise FULL TANK to hold an amount on your card (Hold Amount) equivalent to an estimation of the Services ordered. Upon completion of the delivery of the Services, FULL TANK will charge the Fees from the Hold Amount and release to your card any excess amount. The final Fees will be reflected on your receipt as issued by FULL TANK and bank statement.

If Fees exceed the Hold Amount, FULL TANK will charge the excess on your card. The release of the excess amount is usually processed immediately but may take few days to be reflected in your account as per your card issuer terms and conditions. In case of an insufficient balance on your card, we shall reach to you to arrange ways to collect the pending amount.

If you experience fraud transactions or incorrect charges on your bank card when you make an Order on the App, please contact us directly at support@fulltankco.za or call our help line or our customer service for assistance before reaching out to your bank. If a satisfactory resolution is not achieved, then you may approach your respective banking institution for further assistance.

You understand that the use of the Services may result in charges in addition to the Fees ("**Charges**"). Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by FULL TANK at its sole discretion. All Charges are due for payment at the same time (and in the same way) as the payment of the Fees.





Payment of the Fees and the Charges will be facilitated by FULL TANK using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid, or otherwise not able to be charged, you agree that FULL TANK may automatically use the secondary payment method from your Account, if available. It may be that specific pricing terms will apply to your Account, depending on promotions, the type of device, type of subscription and the term you select at the time of purchase (e.g. monthly plans, etc., as described in more detail below).

By placing a purchase order on the Platform, you agree that your email address may be included in our marketing email list at FULL TANK. You agree that FULL TANK will send you a receipt by email or text message, and/or through the App. This electronic receipt is sufficient for all purposes, including any specific requirements under applicable laws. If you prefer to receive a paper receipt, please contact support@fulltank.co.za within 30 days of each fill, to request a physical receipt which will be mailed to you at our earliest convenience.

We reserve the right to change Fees for our Services without prior notice. However, all such Fees will be reflected on the Platform prior to you making an order.

6. SUBSCRIPTION PLANS

FULL TANK may offer on-demand, monthly plans and annual plans. In the event you subscribe for the monthly or annual plans, you agree to be charged each month for the same amount of the monthly subscription. Some of our subscription plans renew automatically unless such subscription is cancelled by you. In this case, you acknowledge and agree that we are authorized to use the payment information on file for the renewal fee. The date that your subscription is automatically renewed is provided on your Account and payment confirmation email sent after your initial purchase. If you purchase a monthly plan, you will be charged for the full month's payment each month; if you purchase a yearly plan, you will be charged for the entire year at one time. Please note that we may use a third-party payment processor to facilitate your payments. Specific additional charges may apply by the third-party payment processors and to which you agree.

We may offer subscription plans that combine one or more of our Services subject to the terms and conditions mentioned under each subscription plans.

You may not change the car(s) subscribed under any of the subscription plans.

By providing payment information to us, you agree that the payment information is valid and, in your name, or in the name of an individual who has authorized you to use their payment information for your purchase or subscription of the Services.

In the event you wish to cancel your subscription, you should inform us at support@fulltank.co.za or cancel it on the App before the end of your billing cycle. In case of cancellation, you will still be able to use the Services until the end of your billing cycle.

7. MODIFICATIONS AND CANCELLATIONS

FULL TANK, at its sole discretion, reserves the right to create, modify, and remove Charges for any or all Services obtained through the use of our App and/or Website. FULL TANK may from time to time provide certain users with Promo Codes and discounts that may result in different amounts charged for the same or similar Services obtained through the use of our App and/or Website. You agree that such Promo Codes and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services at any time prior to provision of the Services, in which case you may be charged a cancellation fee at our discretion. Any refund will be done through the original mode of payment and





if such refund is justifiable at the sole discretion of FULL TANK .

FULL TANK may, at its sole discretion, elect not to provide specific Services to you without any justification (for example not to fill a requested vehicle if FULL TANK deems it unsafe to do so or if fuelling the vehicle would violate an applicable law, code, standard, or procedure). In such an event, the request may be cancelled by FULL TANK , and you may be notified and asked to move your vehicle to a safe filling area. If the request is cancelled by FULL TANK , no payment will be charged, and the Account holder will be notified.

Any change/cancellation to the order shall be made at least two (2) hours prior to the chosen Time-Slot (the “**Timeline**”). Otherwise, the order will be delivered as per your initial request. However, if you wish to cancel the order after the Timeline, FULL TANK may charge you a late cancellation fee.

FULL TANK will reserve the right to cancel the order at any time at its sole discretion and shall notify you on the cancellation via text messages or the Platform. No amount will be charged in such a case.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

We will not be liable for damages or losses arising from your use or inability to use the Website, the App or the Services, or otherwise arising under this Agreement. Please read this section carefully as it limits our obligations and liability towards you.

Disclaimer

You will use the Services at your own risk. The Services are provided on an “as is” and “as available” basis. FULL TANK disclaims all representations and warranties, express, implied, or statutory, not expressly set out in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, FULL TANK makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Services or any services or goods requested through the use of the Services, or that the Services will be uninterrupted or error-free.

FULL TANK does not guarantee the quality, suitability, safety of fuels and/or Add-ons provided to you.

You agree that the entire risk arising out of your use of the Services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law in the country where the Services are provided.

Limitation of Liability

FULL TANK shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of the Services, even if FULL TANK has been advised of the possibility of such damages. FULL TANK shall not be liable for any damages, liability or losses arising out of your use of or reliance on the Services or your inability to access or use the Services. FULL TANK shall not be liable for delay, failure in performance, or other injuries resulting from causes beyond FULL TANK ’s reasonable control.

Furthermore, FULL TANK is not liable for any other intangible losses resulting from:

- The use of or reliance on the Services or your inability to use the Service;
- The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or transactions entered into through or from the Service;





- Unauthorized access to or alteration of your account or data;
- Statements or conduct of any third party on the Service; or
- Any other matter relating to the Services.

FULL TANK also assumes no liability or responsibility for a delay, failure in performance, any bugs, viruses, trojan horses or the like that be transmitted to or through the Services by any third party and/or any user content or the defamatory, offensive, or illegal conduct of any third party, or any other injury resulting from causes beyond FULL TANK's reasonable control. The limitations and disclaimer in this section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

9. INDEMNIFICATION

You are responsible for your use of the Website, the App and the Services, and you will indemnify and hold FULL TANK and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together "**FULL TANK Entities**") from and against any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in any way connected with:

- your access to, use of, or alleged use of, the Services obtained through your use of the App and/or the Website;
- your breach or violation of any of these terms and conditions of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation;
- FULL TANK's use of your User Content;
- your violation of the rights of any third party, including but not limited to any intellectual property right or publicity, confidentiality, other property, or privacy, right; or
- any dispute or issue between you and any third party.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defence of that claim.

10. DATA PRIVACY AND SECURITY

You hereby consent to the collection and/or processing of your personal data by FULL TANK. FULL TANK is committed to protecting the personal data that FULL TANK receives from you, or otherwise processes, in the course of or in connection with the Services according to the Privacy Policy.

11. GOVERNING LAW AND DISPUT RESOLUTION

This Agreement is governed by and construed in accordance with the laws of the South Africa. You and FULL TANK agree that we will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a representative of each of the parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this arbitration clause shall apply.

Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services, or this Agreement, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of



the International Chamber of Commerce (“ICC Arbitration Rules”). The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Arbitration Rules. The place of arbitration shall be JOHANNESBURG . The language of arbitration shall be English. The existence and content of the arbitration proceedings, including documents and briefs submitted by the Parties, correspondence from and to the International Chamber of Commerce, correspondence from the arbitrator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

12. NO CLASS ACTION

You and FULL TANK agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and FULL TANK agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

13. CHANGES OR AMENDMENTS

You can review the most current version of these Terms of Use at any time on the Website and the App.

We reserve the right, at our sole discretion and at any time, to update, change or replace any part of these Terms of Use by posting updates and changes to our Website and App. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

14. SEVERABILITY

The provisions contained in each paragraph in these Terms of Use shall be enforceable independently of each of the others and the validity of any of those provisions shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

15. NOTICE

FULL TANK may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class/registered mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to FULL TANK , with such notice deemed given when received by FULL TANK , at any time by mail or post to FULL TANK to support@fulltank.co.za and or 1 Monte Casino Boulevard ,The Pivot, Block A , 2nd Floor , Fourways, Johannesburg , RSA

16. CONFIDENTIALITY

You shall not disclose any terms or the existence of this Agreement to anyone other than your attorneys, accountants, and other professional advisors under a duty of confidentiality.



17. GENERAL PROVISIONS

i. Assignment

You may not assign this Agreement without FULL TANK 's prior written approval. FULL TANK may assign the Agreement without your consent to:

- a. a subsidiary or affiliate;
- b. an acquirer of FULL TANK 's equity, business, or assets;
- c. a licensee, a franchisee, or a partner; or
- d. a successor by merger.

Any purported assignment in violation of this section shall be void.

ii. No Partnership/Agency

No joint venture, partnership, employment, or agency relationship exists between you and FULL TANK as a result of this Agreement or the use of the Services.

iii. Waiver

FULL TANK 's failure to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FULL TANK in writing.

iv. Entire Agreement

This Agreement contains the entire Agreement between you and FULL TANK regarding the use of the Website, the App and the Services and supersedes all previous negotiations or agreements both orally or in writing regarding the subject matter of this Agreement.

You can review the most current version of these Terms of Use at any time on our website.

We reserve the right, at our sole discretion and at any time, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to the Website, the App or the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

By using our Services, you acknowledge that you have read these Terms of Use, understand them and agree to be bound hereby.

18. CONTACTING FULL TANK

If you have any questions about these Terms of Use, you may contact us at support@fulltank.co.za