

TERMS OF USE

Please read these TERMS carefully before accessing or using the services as these Terms of Use govern the access and/or use by you of the services provided by MY FUEL PUMP. Any person using the Website is addressed herein as a “user” or simply as “you”. The users’ access and use of the services provided by this Website (the “Services”) hereby constitutes and deems the users’ agreement to be bound by these Terms. By using this Website, the User agrees to these Terms, and designates MY FUEL PUMP as its agent acting on its behalf to procure Fuel (the “Product”) and to transport it to a location chosen by the User, and thereafter transfer the Product into a container or other place as may be directed by the User.

MY FUEL PUMP hereby declares and the user acknowledges and agrees that, for the purposes of these Terms or otherwise, MY FUEL PUMP is not an oil company/ oil marketing company (or its agent/affiliate/subsidiary or in any way whatsoever related to any oil company or oil marketing company operating in Bangladesh or anywhere else In the world) and MY FUEL PUMP does not endorse in explicit or implied form, any Oil Marketing Company or Oil Company operating In Bangladesh or anywhere in the world.

MY FUEL PUMP only provides logistical services to its Users through (i) procuring; (ii) transporting; and (iii) delivering the Product at a location specified by the User as described in detail in 'Section II The services'. In providing the service that it provides, MY FUEL PUMP acts as the users agent to find the Product based on ease of access and distance to the final delivery point and transport the product procured on the users behalf, to a location of the users choosing and transfer the said product procured on the users behalf into a container /s of the users choosing. MY FUEL PUMP does not indulge in an unauthorized exchange or unauthorized sale or unauthorized purchase or any mal practice.

The agreement/contract has been entered Into specifically between two parties, the user and MY FUEL PUMP, at the users initiation and behest, with the user understanding and acknowledging that all disclaimers, conditions and terms of service including all those stated or implied in this document are non-negotiable, and further the user acknowledging and agreeing that the user approached MY FUEL PUMP with an intention to hire MY FUEL PUMP’s services, and in doing so undertakes to have acted independently and without any coercion or compulsion or undo any duress. arrangements that may exist between the User and MY FUEL PUMP.

Not with standing this, MY FUEL PUMP may at any time terminate these Terms or any Services, or cease offering or deny access to the Services or any portion thereof to a User. Supplemental terms may apply to Services and shall be deemed a part of these Terms. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

MY FUEL PUMP may, at any time, amend these Terms. Amendments will become effective upon their publication on the Website. Please check this location from time to time to access revisions and additions to these Terms. The User is responsible for keeping updated with revised or amended terms from time to time. The Users use of the Services after the publication of amended terms constitutes and deems the users consent to be bound by the amended Terms. If the user does not agree with the amended Terms, please do not use the Services.

OUR SERVICES

Our Services offered constitute a technology platform that enables users #1 To designate MY FUEL PUMP as an agent acting on the users behalf to procure the Product and #2 To schedule transportation of the Product procured on the users behalf (including transportation by hiring/leasing MY FUEL PUMP equipment with operator to transport the product procured on the users behalf) to a location of the users choosing and further transfer product procured on the users behalf, by hiring/leasing MY FUEL PUMP's equipment with operator into a container of the users choosing. (#1 and #2 collectively part of 'Services). MY FUEL PUMP acts as the user's agent to procure the Product on the user's behalf from Authorized Government Agencies or Authorized dealers (public or private) of oil Companies or oil Companies) based on ease of access and distance to final delivery point. Unless otherwise agreed by MY FUEL PUMP in a separate written agreement, the user, the Services are made available solely for the user's personal and noncommercial use.

MY FUEL PUMP provides on-demand product delivery services as described in these Terms. The user may order MY FUEL PUMP's Services using MY FUEL PUMP's Website / mobile application. The user may cancel orders at any time prior to receiving a notification from MY FUEL PUMP, that the product has been procured by MY FUEL PUMP on the users behalf, as the users agent. MY FUEL PUMP will also notify the user that MY FUEL PUMP's delivery vehicle is on its way to a location specified by the user. When MY FUEL PUMP notifies the user that its delivery truck is on route, or the user specifies an appointment window the user agrees that this window is an estimate only- MY FUEL PUMP does not guarantee delivery at any particular time within such

window and does not guarantee that MY FUEL PUMP's vehicle will arrive within the estimated time. Once MY FUEL PUMP's delivery vehicle arrives onsite, whether within or outside the estimated window, the driver will notify the user via MY FUEL PUMP's application, and MY FUEL PUMP's driver will wait no more than five minutes for the user to give access to a container of the users choosing for transferring the product procured on the user's behalf.

If access is not granted within such as ten-minute period, MY FUEL PUMP's delivery vehicle will leave and the user will be charged the applicable fees irrespective of whether or not the delivery was successful. Due to reasons such as restrictions imposed by applicable law, terrain or building features and limitations (e.g., overhead clearance), or the requirements of some private property owners, the services may not be available in all locations within a service area. We reserve the right to decline to enter into any area based on ease of access or for any other reason. The User may not be charged in such an event.

LICENSE

Contingent to the users agreement to these Terms and stipulations, and deemed agreement in case of use, MY FUEL PUMP hereby grants the user a limited, restricted, non-sub licensable , user irrevocable (during an active order) but revocable by MY FUEL PUMP (at any time), nontransferable license to:

- i. Access and use the Applications on the user's personal device solely in connection with the use of the Services (see Section III Use of services).
- ii. Access and use any content, information and related materials that may be made available through the use of Services, in each case for the user's personal and non-commercial use. (see Section III Use of Services).
- iii. Any rights not expressly granted herein are hereby reserved by MY FUEL PUMP and MY FUEL PUMP's licensors.

RESTRICTIONS AND CONTINGENCIES OF GRANT OF LISCENSE

The license is granted to user contingent to the following conditions. The user represents, warrants and undertakes that the user:

- i. Is not a Dealer/Agent/Distributor appointed by a private or public company engaged in marketing of the Product in Bangladesh?
- ii. Is not an individual or company barred from procuring the Product by any Government Agency or Oil Company.
- iii. Will not alter, add or remove any copyright, trademark or other proprietary notices from any portion of the Application.
- iv. Will not duplicate, reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, steam, broadcast or otherwise exploit the Services except as expressly by MY FUEL PUMP.
- v. Will not decompile, reverse engineer or disassemble the Application and/or Services.
- vi. Will not link to mirror or frame any portion of the Application and/or Services.
- vii. Will not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Application and/or Services or unduly burdening or hindering the operation and functionally of any aspect of the Services; attempt to gain unauthorized access to or impair any aspect of the Services or its related or network.

OWNERSHIP

The Application and Services and all rights therein are and shall remain MY FUEL PUMP's property. Neither these Terms nor the users' use of the Application or grant to the user any rights (in or related to the Applications or Services except for the limited license granted above to use or reference in any manner MY FUEL PUMP's company names, logos, product, and service names, trademarks or services marks or those of MY FUEL PUMP's licensors.

FALSE CLAIMS MADE BY USER TO OBTAIN LICENSE

Making a false claim to obtain in a license to use services or in any section in this document shall automatically disqualify the user from using the services. The user is advised to cease and desist from using the service if making a false claim and if the user continues to do so, the user will be liable and subject to prosecution for fraud.

TERMS OF USE OF THE SERVICES

ACCOUNTS

To use the Services, the user must register for and maintain a user account (“Account”). The user must be an adult and reside within Bangladesh to obtain an Account. The Account will be linked to an active mobile/cell phone number, either belonging to the user or to which the user has authorization to use. Account registration requires the user to submit to MY FUEL PUMP personal information, including name, address, mobile /cell phone number, age, vehicle, details (make, model, year, color, license Registration/Number plate#), as well as at least one valid payment method that either belongs to the user or the user has authorization to use, (credit card/ debit card/net banking/e wallet or other accepted payment method). The user agrees to maintain accurate and up-to-date information in the Account, failure to do so may result in inability to access and use the Services or MY FUEL PUMP’s termination of this Agreement with the user. Further, the user is solely responsible for all activity that Account, and the user agrees to maintain the secrecy of the user Account username and password at all times. Unless otherwise permitted by MY FUEL PUMP, the user may only possess one Account.

FUEL DELIVERY SERVICE

By using the service, the user hereby agrees and undertakes to accept product procured by MY FUEL PUMP irrespective of the Brand of the Product procured (Only from Bangladesh Petroleum Corporation) or Location at which procured (A specific authorized location including but not limited to a Fueling station, Retail Pump Outlet, Filling Station, Diesel Station run by an Oil Company, Government Agency or a Oil Company Dealer etc.). The user further agrees and authorizes MY FUEL PUMP to make a payment on the user’s behalf for procurement of product. Since MY FUEL PUMP is acting as the user’s agent, the user agrees that the bill/invoice that will be generated during product procurement will be in the user’s name, even though MY FUEL PUMP may pay for the product on the users’ behalf. The charges incurred by MY FUEL PUMP, acting as the user’s agent, in this case

will be refunded in full to MY FUEL PUMP. These charges will be the actual cost of product purchased, inclusive of all taxes payable and will simulate the transaction as if the user has procured the product. The user agrees to accept and pay and not challenge these charges.

By using the service, the user hereby agrees to hire/lease MY FUEL PUMP's equipment with operator to transport the product procured on the user's behalf to a location of the users choosing and transfer product procured on the user's behalf into a container of the users choosing. Charges will also be applicable to schedule transportation and transferring of product procured on the users' behalf. The user will be charged applicable Service Tax on these charges. The user agrees to not challenge these charges.

By using the service, the user hereby undertakes that the user is not a Dealer/Agent/Distributor appointed by a company engaged in marketing of product in Bangladesh and undertakes that the user is not an individual or company barred from procuring product by any Government Agency or Oil Company. Making a false claim in this regard or any section in this document shall automatically disqualify the user from using the Services. The user is advised to cease and desist from using the Services if making a false claim and if the user continues to do so, the user will be liable and subject to prosecution for having committed fraud with MY FUEL PUMP. (All relevant clauses for the applicable law will be used for proceeding with prosecution by MY FUEL PUMP including statutory reporting of breach of contract/agreement if and when a user's default is recognized by MY FUEL PUMP or reported to MY FUEL PUMP, and MY FUEL PUMP declares that it will cooperate any other agency Government or Public to aid such a prosecution, if charge is pressed by such an agency).

By using the service, the user hereby undertakes:

- i. That the mobile/cell phone number used to register for the account, either belongs to the user or the user has authorization to use the number for the specific purpose of registering with MY FUEL PUMP.
- ii. That the payment method used to pay to MY FUEL PUMP for services provided, either belongs to the user or the user has authorization to use the payment method provided for the specific purpose of paying for the services.
- iii. To pay all and any applicable charges to MY FUEL PUMP including procurement, transporting statutory and payment facilitation charges including taxes, levies, charges, surcharges, ceases, fees will be charged as applicable.

- iv. That the user is acting on the users own accord and is bound to all terms and conditions mentioned in either document (Section I thru VI) when using the services and further is fully responsible for all actions taken by the user.
- v. To have access right and privileges to property (Movable or Immovable) at the time of delivery and transferring to product. (See Section V: Disclaimers, Limitation of Liability and Indemnity)
- vi. To not authorize third parties to use their Account.
- vii. To not assign or transfer the Account to any other person or entity.
- viii. To comply with all applicable laws when using the Services.
- ix. To use the Services only for lawful purposes.
- x. That the Services will not be used to cause nuisance, inconvenience, or property damage (Movable and Immovable), whether to MY FUEL PUMP or to any other party.
- xi. That in certain instances the user may be asked to provide proof of identity to access or use the Services and that the user may be denied access to use of the Services if the user refuses to provide proof of identity to check compliance of mentioned undertakings.
- xii. That all information that has been shared by the user with MY FUEL PUMP is factually correct and accurate.
- xiii. That in case there are quality issues with the product procured, the user will direct all claims to the point of purchase where product was procured by MY FUEL PUMP acting on the user behalf as the user's agent.
- xiv. That any and all benefits including but not limited to reimbursements/paybacks/cashback/points/miles whether or not obtained when procuring product on behalf of the user and/or whether or not derived from use of cashless transactions and/or whether or not derived from using fleet cards will be the sole property of MY FUEL PUMP and the user hereby acknowledges and agrees that the user has no claim on any such benefits. Further, even in case a residual claim exists the user agrees to transfer any all such residual claims to MY FUEL PUMP for monetization. The user hereby waives all direct and indirect claims and subsequently transfers all such benefits to MY FUEL PUMP.

VERIFIED REFUELING SERVICE

By using the service, the user hereby agrees and undertakes to accept product procured by MY FUEL PUMP irrespective of the Brand of the Product procured by specific authorized location including a Fueling station, Retail Pump Outlet, Filling Station, Diesel Station run by an Oil Company, Government Agency or a Oil Company Dealer etc. The user further agrees and authorizes MY FUEL PUMP to make a payment on the user's behalf for procurement of product. Since MY FUEL PUMP is acting as the user's agent, the user agrees that the bill/invoice that will be generated during product procurement will be in the user's name, even though MY FUEL PUMP may pay for the product on the users' behalf. The charges incurred by MY FUEL PUMP, acting as the user's agent, in this case will be refunded in full to MY FUEL PUMP. These charges will be the actual cost of product purchased, inclusive of all taxes payable and will simulate the transaction as if the user has procured the product. The user agrees to accept and pay and not challenge these charges.

By using the service, the user hereby undertakes that the user is not a Dealer/Agent/Distributor appointed by a company engaged in marketing of product in Bangladesh and undertakes that the user is not an individual or company barred from procuring product by any Government Agency or Oil Company. Making a false claim in this regard or any section in this document shall automatically disqualify the user from using the Services. The user is advised to cease and desist from using the Services if making a false claim and if the user continues to do so, the user will be liable and subject to prosecution for having committed fraud with MY FUEL PUMP. (All relevant clauses for the applicable law will be used for proceeding with prosecution by MY FUEL PUMP including statutory reporting of breach of contract/agreement if and when a user's default is recognized by MY FUEL PUMP or reported to MY FUEL PUMP, and MY FUEL PUMP declares that it will cooperate any other agency Government or Public to aid such a prosecution, if charge is pressed by such an agency).

By using the service, the user hereby undertakes:

- i. That the mobile/cell phone number used to register for the account, either belongs to the user or the user has authorization to use the number for the specific purpose of registering with MY FUEL PUMP.
- ii. That the payment method used to pay to MY FUEL PUMP for services provided, either belongs to the user or the user has authorization to use the payment method provided for the specific purpose of paying for the services.

- iii. To pay all and any applicable charges to MY FUEL PUMP including procurement, transporting statutory and payment facilitation charges including taxes, levies, charges, surcharges, ceases, fees will be charged as applicable.
- iv. That the user is acting on the users own accord and is bound to all terms and conditions mentioned in either document (Section I thru VI) when using the services and further is fully responsible for all actions taken by the user.
- v. To have access right and privileges to property (Movable or Immovable) at the time of delivery and transferring to product. (See Section V: Disclaimers, Limitation of Liability and Indemnity)
- vi. To not authorize third parties to use their Account.
- vii. To not assign or transfer the Account to any other person or entity.
- viii. The user should not share their OTP number to any other third person apart from their fuel receiver.
- ix. If the OTP number does not match/verify the specific refueling vehicle, the Authority/Fuel Pump has the right to cancel the order.
- x. For any miscommunication with the payment procedure the user must inform MY FUEL PUMP immediately.
- xi. An delay of 48 hours on the miscommunication of the Payment Procedure will not be accepted.
- xii. For any miscommunication with the product/service procedure the user must inform immediately to the petrol pump, the service is taken from.
- xiii. To comply with all applicable laws when using the Services.
- xiv. To use the Services only for lawful purposes.
- xv. That the Services will not be used to cause nuisance, inconvenience, or property damage (Movable and Immovable), whether to MY FUEL PUMP or to any other party.
- xvi. That in certain instances the user may be asked to provide proof of identity to access or use the Services and that the user may be denied access to use of the Services if the user refuses to provide proof of identity to check compliance of mentioned undertakings.

- xvii. But again we confirm that this app doesn't offer online sales, it just helps customers on the way to catch the best fuel station and reach there to get delivery of the product and services.
- xviii. That all information that has been shared by the user with MY FUEL PUMP is factually correct and accurate.
- xix. That in case there are quality issues with the product procured, the user will directly claims to the point of purchase where product was procured by MY FUEL PUMP acting on the user behalf as the user's agent.
- xx. That any and all benefits including but not limited to reimbursements/paybacks/cashback/points/miles whether or not obtained when procuring product on behalf of the user and/or whether or not derived from use of cashless transactions and/or whether or not derived from using fleet cards will be the sole property of MY FUEL PUMP and the user hereby acknowledges and agrees that the user has no claim on any such benefits. Further, even in case a residual claim exists the user agrees to transfer any all such residual claims to MY FUEL PUMP for monetization. The user hereby waives all direct and indirect claims and subsequently transfers all such benefits to MY FUEL PUMP.

LPG CYLINDER SERVICES

Please ensure to provide your name, address, contact information and as many relevant details of the claim including name of objectionable content party, instances of objection, proof of objection amongst other. Please note that providing incomplete details will render your claim invalid and unusable for legal purposes.

We list products for sale offered by LPG Cylinder Company on the Site, it is not possible for us to be aware of the products directness to be bared by us, but the company that provide the LPG Cylinder service bare the full responsibility of any inappropriate occurrence.

Therefore, you agree, understand and acknowledge that the Site is an online platform that enables you to purchase products listed at the price indicated therein at any time from any location using a payment method of your choice. You further agree and acknowledge that we are only a facilitator and cannot be a party to or control in any manner any transactions on the Site. Accordingly, the contract of sale of products on the Site shall be a strictly bipartite contract between you and the LPG Cylinder

service provider on the delivery Site, while the payment processing occurs between you and MY FUEL PUMP. Therefore, in case of prepayments with electronic cards your issuer bank. Accordingly, the contract of payment on the Site shall be strictly a bipartite contract between you and MY FUEL PUMP LIMITED not with the LPG Cylinder Service party.

Rules and Regulation for Service User's –

1. We MY FUEL PUMP LIMITED is just a platform to sell Third party LPG Cylinder, The LPG cylinder Company itself would do our delivery process themselves. Therefore, we MY FUEL PUMP LIMITED is not LIABLE for any Damaged product or any hazard occurred by the LPG CYLINDER. The LPG CYLINDER company would be Liable for the mis-occurrence.

2. Service User's will not be able to take these actions:

- i. Commit to purchasing or using a Service without paying;
- ii. Sign up for, negotiate a price for, use, or otherwise solicit a Service with no intention of following through with your use of or payment for the Service;
- iii. Agree to purchase a Service when you do not meet the SERVICE PROVIDER's terms as outlined in the Posting, or agree to purchase a Service with the intention of disrupting a Posting;
- iv. Misuse any options made available now or in the future by MY FUEL PUMP LIMITED in connection with the use or purchase of any Service.

3. Sanctions for Violating any of the rules for Service users:

If a Service User violates any of the above-referenced rules in connection with his or her Posting, MY FUEL PUMP LIMITED, in its sole discretion, may take any of the following actions:

- (a) Cancel the Order;
- (b) Limit the Service User's Account privileges;
- (c) Suspend the Service User's Account; and/or
- (d) Decrease the Service User's status earned via the Feedback page.

LUBRICANTS SERVICES

Please ensure to provide your name, address, contact information and as many relevant details of the claim including name of objectionable content party, instances of objection, proof of objection amongst other. Please note that providing incomplete details will render your claim invalid and unusable for legal purposes.

We list products for sale offered by Lubricant Company on the Site, it is not possible for us to be aware of the products directness to be bared by us, but the company that provide the Lubricant service bare the full responsibility of any inappropriate occurrence.

Therefore, you agree, understand and acknowledge that the Site is an online platform that enables you to purchase products listed at the price indicated therein at any time from any location using a payment method of your choice. You further agree and acknowledge that we are only a facilitator and cannot be a party to or control in any manner any transactions on the Site. Accordingly, the contract of sale of products on the Site shall be a strictly bipartite contract between you and the Lubricant service provider on the delivery Site, while the payment processing occurs between you and MY FUEL PUMP. Therefore, in case of prepayments with electronic cards your issuer bank. Accordingly, the contract of payment on the Site shall be strictly a bipartite contract between you and MY FUEL PUMP LIMITED not with the Lubricant Service party.

INFORMATIONAL TEXT/SMS

By creating an Account and using these services the user agrees to receive informational text (SMS) messages.

USER PROVIDED CONTENT

MY FUEL PUMP may, in its sole discretion, allow or request the user to present, upload, or make available text, audio-visual content and information, including commentary and feedback related to the Services. (“User Content”). By providing User Content to MY FUEL PUMP, the user agrees to give to MY FUEL PUMP a worldwide, perpetual, irrevocable, royalty-free license, with the right to sublicense, use copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content (including in connection with the Services and MY FUEL PUMP’s business and on third –party sites and services), without further notice to or consent from the user, and without the requirement of payment to the user or any other person or entity.

NETWORK ACCESS AND DEVICES

The user is solely responsible for obtaining the data network access necessary to use the Services. The users mobile/cell network’s data and fees may apply if the user accesses or uses the Services from a wireless-enabled device. The user is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. MY FUEL PUMP does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the user should be aware that the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

FALSE CLAIM MADE BY USER TO USE SERVICES

Making a false claim to obtain a License to use services or in any section in this document shall automatically disqualify the user from using the Services. The user is encouraged to cease and desist from using the services if making a false claim and if the user continues to do so, the user will be liable and subject to prosecution for having committed fraud with MY FUEL PUMP.

PAYMENT

The user understands, acknowledges and undertakes following:

- i. That use of the Services will result in charge to the user (“Charges”).
- ii. The charges will include charges for products procured (from an authorized government agency, authorized dealer (private or public) of an Oil Company) by MY FUEL PUMP on the user’s behalf acting as the user’s agent. These charges will be the actual cost of product procured, inclusive of all taxes payable and will simulate the transaction as if the user had procured the product. The user agrees to not dispute or challenge these charges. The bill/invoice will be in the name of the user and the user authorizes MY FUEL PUMP to pay for these charges acting as the user’s agent and on the user’s behalf, and further the user agrees to refund these charges to MY FUEL PUMP.
- iii. Charges will also be applicable to schedule transportation and transferring of product procured on the user’s behalf. The user will be charged applicable Service Tax on these charges. The user agrees to not dispute or challenge these charges.
- iv. The user acknowledges that part of the charges may be derived from benefits (including but not limited to reimbursements/paybacks/cashback/points/miles whether or not obtained
- v. when procuring product on behalf of the user and/or whether or not derived from use of cashless transaction and/or whether or not derived from using fleet cards) which will be the sole property of MY FUEL PUMP and the user hereby acknowledge and agrees that the user has no claim on any such benefits. Further, even in case a residual claim exists the user agrees to transfer any and all such residual claims to MY FUEL PUMP from monetization. The user hereby waives all direct and indirect claims and rights and subsequently transfer to MY FUEL PUMP. These charges may not be reflected in the user’s bill.
- vi. The user agrees to be liable to pay all applicable charges described above, even if the user chooses not to accept the product (procured by MY FUEL PUMP on user’s behalf as the user’s agent and its subsequent transportation to a location

of the users choosing). In case of non-acceptance of product by the user, the user agrees and undertakes that MY FUEL PUMP is free to appropriately dispose the product or use the product as MY FUEL PUMP may deem fit and further the user hereby relinquishes all claims on the product procured.

- vii. All Charges are due immediately and payment will be facilitated by MY FUEL PUMP using the preferred payment method designated in the users Account, after which MY FUEL PUMP will send the user a receipt by email. If users primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, the user agrees that MY FUEL PUMP may use a secondary payment method specified in the Account, if available.
- viii. As between the user and MY FUEL PUMP, MY FUEL PUMP reserves the right to establish, remove and revise Charges for any or all services or goods (as applicable) obtained through use of the Services at any time at MY FUEL PUMP's sole discretion. MY FUEL PUMP may from time to time provide certain users with promotional offers and discounts that may result in different amount charge for the same or similar services or goods obtain through the use of the Services, and the user agrees that such promotional offers and discounts, unless also made available to the user, shall have no bearing on use of the Services or the Charges applied to the user in question. The user may elect to cancel a request for Services at any time prior to receiving a product procured confirmation message from MY FUEL PUMP, in which case the user may be charged a cancellation fee.
- ix. The user understands that, while the user is free to provide additional payment as a gratuity to any operator the user is under no obligation to do so. Gratuities are voluntary.
- x. The user expressly authorizes MY FUEL PUMP to charge the applicable fees and taxes on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on the particular membership and utilized services.
- xi. We understand that the user might cancel an account, but please know that **MY FUEL PUMP will not provide any refund(s)** and the user will be responsible for paying any balance due on the account. The user agrees that MY FUEL PUMP may charge any unpaid fees through the provided payment method and/or send the user a bill for such unpaid fees.
- xii. All statutory and payment facilitation charges including taxes, levy's, charges, surcharges, ceases, fees will be charged as applicable.

- xiii. The user hereby undertakes that the payment method used to pay to MY FUEL PUMP for services provided, either belongs to the user or the user has authorization to use the payment method provided for the specific purpose of paying for the services.

DISCLAIMERS

The services are provided as is and as available basis, MY FUEL PUMP disclaims all representations and warranties, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, MY FUEL PUMP makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services or any services or product (procured by MY FUEL PUMP as agent of the user, read preceding for details) requested through the use of the services, or that the services will be uninterrupted or error-free. MY FUEL PUMP does not guarantee the quality, suitability, safety of product (procured by MY FUEL PUMP as agent of the user, read preceding for details) provided to the user. The user agrees that the entire risk arising out of use of the services, and any service or product requested in connection therewith, remains solely with the user, to the

maximum extent permitted under applicable law, MY FUEL PUMP does not sell , put up for sale, put on the market , vend, trade, retail, wholesale, market, promote, advertise, publicize a product, transact an unauthorized sale or unauthorized exchange or unauthorized purchase, but offers the user a technology platform where a user can authorize MY FUEL PUMP to purchase product on the users behalf as the users agent and subsequently have it transported on the users behalf to place of the users choosing and transferred into a container of the users choosing.

LIMITATION OF LIABILITY

MY FUEL PUMP shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or damage to property (both moveable and immovable) related to, or in connection with, or otherwise resulting from any use of the services or product (procured by MY FUEL PUMP as agent of the user, read preceding for details) even if MY FUEL PUMP has been advised of the possibility of such damages. MY FUEL PUMP shall not be liable for any damages, liability or losses arising out of the users use of or reliance on the services or use of product procured (with

MY FUEL PUMP as the user's agent) using the services or the user's inability to access or use the services. MY FUEL PUMP shall not be liable for delay or failure in performance resulting from causes beyond MY FUEL PUMP's control. In case of quality issues with the product procured, the user is directed to address all claims to the point of purchase where the product was

procured by MY FUEL PUMP on the user's behalf as the user's agent. In addition, MY FUEL PUMP shall not be liable to the user for any damages arising out of, or relating to any of the following regardless of whether sounding in contract, tort (Including negligence) or otherwise:

- i. Any siphoning of product from the user's container.
- ii. Access by any third party to any area within which the users movable or immovable property is located, whether or not the user has provided us any key, pin or passcode to allow us access to such area.
- iii. Any spillage of product, whether or not related to the services; and the product used to fill the user's container.
- iv. Any damage to the user's immovable or movable or other real or tangible personal property, whether owned by the user or by a third party, by agreeing to these terms of use and using the services. The user assumes all liability for any damages arising from MY FUEL PUMP's access movable or immovable property. The user agrees that any insurance, under which the user may be insured, which may be available to address any damage arising out of, or related to any of the preceding listed events , shall be the source of insurance to address any such damages. The user understands and agrees that any insurance under which MY FUEL PUMP is insured shall not be the primary source of insurance to address any damages and may only be accessed at MY FUEL PUMP's sole discretion and election or not at all.

RESTRICTIONS ON USE

The Users of the Website and/or the Services shall not host, display, upload, modify, publish, transmit, update or share any information that:

- i. belongs to another person and to which the User does not have any proprietary right;
- ii. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- iii. harm minors in any way;

- iv. infringes any patent, trademark, copyright or other proprietary rights;
- v. violates any law for the time being in force;
- vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- vii. impersonates another person;
- viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
- ix. Threatens the unity, integrity, defense, security or sovereignty of Bangladesh, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

MY FUEL PUMP retains the right to remove from the Website any content that contravenes any of the above conditions.

DISCLAIMER OF WARRANTIES

Please note that your use of the Website and the Services shall be at your sole risk. MY FUEL PUMP disclaims all warranties of any kind, whether express or implied, including, but not limited to non-infringement of third-party rights with respect to the contents of the Website, or any reliance upon or use of the Website contents or products.

Further, MY FUEL PUMP makes no warranty:

- i. That the content made available on the Website is complete, updated or accurate; or

- ii. That the third-party information made available on the Website or the third-party links made available on the Website are accurate, reliable or complete.

INDEMNITY

The user is responsible for use of the Services, and hereby indemnifies and holds MY FUEL PUMP and its officers, directors, employees, consultants, affiliates, subsidiaries, and agent (together the “MY FUEL PUMP” 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:

- i. The user’s access to use of or alleged use of the Services or goods (procured by MY FUEL PUMP on the user behalf, as agent of user, read preceding for details) procured through use of the Services;
- ii. The user making any false claim to either obtain a license to Access Services or Application or to Use Services;
- iii. Sharing of inaccurate, false, misleading or incorrect information uploaded by the user

- iv. The users breach or violation of any of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation;
- v. MY FUEL PUMP's use of user content;
- vi. The user's violation of the rights of any third party, including any intellectual property right or publicity, confidential, other property, or privacy, right; or,
- vii. Any dispute or issue between the user and any third party;
- viii. Access rights and privileges to property (Movable or Immovable) at the time of delivery and transferring to product.

MY FUEL PUMP reserves the right, at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by the user (without limiting the users indemnification obligation with respect to that matter), and in that case, the user agrees to co-operate with MY FUEL PUMP's defense of that claim.

DEFINITIONS

User: defined by words including you, yours, consumer, individual, person, entity, party, user, end-user, customer, client, purchaser, principal all collectively and/or separately intended to mean the "user" who uses the Services and who is the recipient of the product procured using the service as described and provided by MY FUEL PUMP, and specifically excluding a Dealer/Agent/Distributor appointed by a private company engaged in marketing of product (product includes HSD and Motor Spirit) in Bangladesh and/or an individual or company that has been barred from procuring product by an Government Agency or Oil Company.

MY FUEL PUMP: defined by words including our/we/ours and its parents, subsidiaries, affiliates, employees, operators collectively and/or separately intended to mean, "MY FUEL PUMP".

Services: defined by word including product procurement services, product acquisition services, commission agent services, commercial agent services and any all of the preceding with MY FUEL PUMP acting as the users authorized agent during the purchase, and transporter, transportation logistics and product transferring services with operator with MY FUEL PUMP acting as the users authorized agent during the process, any and all in all cases collectively and/or separately to mean the “services”.

Applications: defined by words including applications, websites, app, phone, content all collectively and/or separately intended to mean the “Application”.

Agent: defined by words including commission agent, commercial agent, product procurement agent, product acquisition agent, authorized representative of user, intermediary, collectively and/or separately intended to mean the “Agent”.

In these terms, the words “including” and “include” mean “including but not limited to” the word “Services” is meant to include “Application” and vice versa and/or shall be read as Services obtained via accessing of Application. Service and/or Application, where applicable since the two are complementary and “Services” are accessed via “Application”.

DISPUTE RESOLUTION MECHANISM

The user agrees that any dispute, claim or controversy arising out of or relating to these Terms or the breach, terminated, enforcement, interpretation or validity thereof or the use of Services (collectively, “Disputes”) will;

FIRST- be brought to the attention of MY FUEL PUMP’s management in writing for settlement. The Management, after scrutinizing the claim will reply to the user with a decision on the matter within a period of 60 days. Such a decision, if challenged by the user in respect of every matter so referred shall, subject to adjudication by courts in the State of Bangladesh.

REDRESSAL OF GRIEVANCES

If a User has any questions or grievances regarding the Website, the contents thereof or the Services, the User may reach out to MY FUEL PUMP customer support at the given contact number in the Website. The Grievance Officer shall address any complaint or grievance that is raised by a User within a period of one (1) month from when it is raised.

MISCELLANEOUS PROVISIONS

Force Majeure. MY FUEL PUMP shall not responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott. MY FUEL PUMP may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and the provision of the Services.

Entire Agreement: This Agreement comprises the entire agreement between you and MY FUEL PUMP with respect to the use of the Website.

No Waiver: A delay or failure by MY FUEL PUMP to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

Termination: MY FUEL PUMP may terminate your access to the Website without any notice to you if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement.

