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FUELFINDER TERMS AND CONDITIONS

Effective Date: [Insert Date]

These Terms and Conditions govern access to and use of the FuelFinder platform.

FuelFinder is operated by **Fuel Finder Energy Limited**, a company incorporated under the laws of the Federal Republic of Nigeria and operating under the brand name **FuelFinder**.

Please read these Terms carefully before using the Platform.

By creating an account, accessing or using the Platform, placing an Order, listing Energy Products, accepting a delivery request, participating in the affiliate programme, or otherwise using any service provided through the Platform, you agree to be bound by these Terms and Conditions and any policies incorporated into them.

1. DEFINITIONS

In these Terms, unless the context otherwise requires:

“Affiliate” means a User who participates in the FuelFinder affiliate or referral programme.

“Buyer” means a User who places an Order for Energy Products through the Platform and includes both Individual Buyers and Business Buyers.

“Business Buyer” means a company, organisation, institution, partnership, government body or other business entity purchasing Energy Products for commercial or operational purposes.

“Delivery Partner” or **“Driver”** means an independent person or entity engaged in the transportation or delivery of Energy Products.

“Energy Products” means energy-related products, fuels and commodities made available through the Platform, including Automotive Gas Oil (AGO/Diesel), Premium Motor Spirit (PMS/Petrol), Liquefied Petroleum Gas (LPG/Cooking Gas), Compressed Natural Gas (CNG), and any other petroleum, natural gas, alternative fuel, renewable or energy-related product or service that FuelFinder may lawfully make available through the Platform from time to time.

“FuelFinder”, “we”, “us” or “our” means Fuel Finder Energy Limited, trading as FuelFinder.

“Individual Buyer” means an individual purchasing Energy Products for household or personal use through the Platform, subject to the minimum order quantities and other requirements applicable to such transactions.

“Marketplace Policies” means the FuelFinder Acceptable Use Policy, Delivery and Fulfilment Policy, Returns, Cancellations and Refunds Policy, Privacy Policy and any other policy published by FuelFinder from time to time.

“Order” means a request made by a Buyer through the Platform to purchase a specified quantity of Energy Products.

“Payment Provider” means a duly authorised payment service provider, payment processor, financial institution or other regulated payment partner through which payments connected with the Platform may be processed or settled.

“Platform” means the FuelFinder website, mobile application, web application, related technology, interfaces and services operated by FuelFinder.

“Platform Fee” means the fee charged by FuelFinder in connection with a completed Transaction.

“Supplier” or **“Vendor”** means a licensed, authorised or otherwise legally permitted person or entity that offers Energy Products for sale through the Platform, including marketers, retailers, depot operators, bulk suppliers and other lawful suppliers.

“Transaction” means a transaction for the purchase and supply of Energy Products entered into between a Buyer and a Supplier through the Platform.

“User”, “you” or “your” means any person or entity accessing or using the Platform in any capacity.

2. ACCEPTANCE OF THESE TERMS

2.1 These Terms govern your access to and use of the Platform.

2.2 By creating an account, using the Platform or participating in any Transaction, you acknowledge that you have read, understood and agreed to be bound by these Terms and the applicable Marketplace Policies.

2.3 If you do not agree to these Terms, you must not access or use the Platform.

2.4 Where you use the Platform on behalf of a company, organisation, partnership or other entity, you represent and warrant that you have the authority to bind that entity to these Terms.

2.5 FuelFinder may require Users to accept additional terms applicable to particular services or features. Where any such additional terms conflict with these Terms, the additional terms shall apply to the extent of the relevant service or feature.

3. ELECTRONIC CONTRACTING AND RECORDS

3.1 You agree that your acceptance of these Terms by electronic means constitutes a valid and binding agreement.

3.2 FuelFinder may maintain electronic records relating to:

a. account registration;

b. acceptance of these Terms;

c. Orders;

d. Transactions;

e. communications;

f. payment records;

g. delivery records; and

h. other activities conducted through the Platform.

3.3 Such electronic records may be relied upon and tendered as evidence to the extent permitted by applicable law.

4. WHAT FUELFINDER IS AND WHAT IT IS NOT

4.1 FuelFinder is a digital marketplace and transaction platform that connects Buyers with Suppliers and, where applicable, Delivery Partners and other service providers.

4.2 FuelFinder facilitates services including:

a. supplier discovery;

b. price discovery;

c. Buyer price requests and bids;

d. communication and transaction coordination;

e. order placement;

f. payment processing through authorised Payment Providers;

g. transaction monitoring; and

h. dispute management and marketplace support.

4.3 FuelFinder is not ordinarily the seller of Energy Products listed by Suppliers on the Platform.

4.4 Unless expressly stated otherwise in writing, FuelFinder does not:

a. own the Energy Products listed by Suppliers;

b. buy Energy Products for resale;

c. store Energy Products;

d. take physical possession of Energy Products;

e. transport Energy Products; or

f. operate as the principal supplier in Transactions conducted between Buyers and Suppliers.

4.5 Each Transaction for the sale and supply of Energy Products is entered into between the relevant Buyer and Supplier.

4.6 FuelFinder operates as a technology and marketplace intermediary and is not responsible for performing the Supplier's obligations to supply Energy Products except to the extent expressly provided under these Terms or applicable law.

4.7 Nothing in these Terms creates a partnership, joint venture, employment relationship or agency relationship between FuelFinder and a User.

4.8 Suppliers and Delivery Partners are responsible for obtaining and maintaining all licences, permits, approvals and regulatory authorisations required for their respective activities and the relevant Energy Products under applicable Nigerian law.

5. ELIGIBILITY AND ACCOUNTS

5.1 You must be at least eighteen (18) years old and have the legal capacity to enter into a binding contract to use the Platform.

5.2 You must provide accurate, complete and current information when creating or maintaining an account.

5.3 You must promptly update your information where it changes.

5.4 You must not:

a. impersonate another person or entity;

b. provide false or misleading information;

c. create accounts to evade restrictions or suspension;

d. use another person's account without authorisation; or

e. use the Platform for fraudulent or unlawful purposes.

5.5 You are responsible for maintaining the confidentiality of your login credentials and for activities conducted through your account.

5.6 You must notify FuelFinder immediately if you suspect unauthorized access to your account.

6. VERIFICATION AND KYC

6.1 FuelFinder may require Users to complete identity, business, banking or regulatory verification before accessing certain services.

6.2 Verification requirements may vary depending on the User's role and the nature or value of a Transaction.

6.3 Suppliers may be required to provide information and documents including:

a. certificate of incorporation or business registration documents;

b. Tax Identification Number;

c. applicable licences, permits or regulatory approvals relating to the relevant Energy Products or activities;

d. identification documents;

e. evidence of authority of representatives;

f. verified business address;

g. verified bank account details;

h. evidence of supply capacity; and

i. any other information reasonably required for verification or compliance purposes.

6.4 Delivery Partners may be required to provide:

a. valid means of identification;

b. valid driver's licence;

c. vehicle registration documents;

d. insurance information;

e. applicable permits and approvals;

f. vehicle information; and

g. any other documentation required for regulatory, safety or operational purposes.

6.5 FuelFinder may verify information through internal checks, third-party verification providers, regulatory databases, Payment Providers or other lawful sources.

6.6 FuelFinder may refuse, suspend or withdraw access where verification information:

a. is incomplete;

b. is false or misleading;

c. appears forged or altered;

d. has expired;

e. cannot reasonably be verified; or

f. creates a legal, regulatory, fraud or safety concern.

6.7 Verification by FuelFinder is intended to reduce risk but does not constitute a guarantee of a User's performance, solvency, product quality or future compliance.

7. ROLES ON THE PLATFORM

7.1 The Platform may support the following User categories:

a. Individual Buyers;

b. Business Buyers;

c. Suppliers;

d. Delivery Partners;

e. Depot Operators;

f. Affiliates; and

g. any other category of User introduced by FuelFinder.

7.2 Individual Buyers may purchase Energy Products for household or personal use, subject to the minimum order quantities applicable to the relevant product or location.

7.3 FuelFinder may permit household purchases from 100 litres and above for applicable products, subject to product availability, applicable laws, operational requirements and any minimum order quantity displayed on the Platform.

7.4 Business Buyers may purchase Energy Products for commercial, operational or institutional purposes.

7.5 A User may act in more than one capacity on the Platform. Where this occurs, the obligations applicable to each role shall apply separately.

7.6 A Business Buyer that grants Platform access to employees, agents or representatives shall be responsible for their activities conducted through the Business Buyer's account.

8. SUPPLIER LISTINGS AND PRICING

8.1 Suppliers shall be responsible for the accuracy of information contained in their listings.

8.2 Suppliers shall provide accurate information relating to:

a. product type;

b. price;

c. available quantity;

d. location;

e. product specifications;

f. delivery capability;

g. applicable taxes or charges where relevant; and

h. any other material information relating to the Transaction.

8.3 Suppliers shall list only Energy Products that they are legally authorised and reasonably capable of supplying.

8.4 A Supplier shall not list unavailable, non-existent or unauthorised stock.

8.5 FuelFinder may display indicative, reference or market prices for information purposes.

8.6 A reference or indicative price does not constitute:

a. a price control;

b. a guarantee of availability;

c. a recommendation;

d. a representation that a Supplier will accept that price; or

e. a guarantee that a particular Transaction will be concluded at that price.

8.7 FuelFinder may suspend or remove any listing that it reasonably considers to be inaccurate, misleading, unlawful or inconsistent with these Terms or Marketplace Policies.

9. ANONYMOUS SUPPLIER MARKETPLACE MODEL

9.1 FuelFinder may operate a system in which the identity of Suppliers is not disclosed to Buyers during the initial stages of a Transaction.

9.2 Suppliers may review and accept, decline or otherwise respond to available Orders in accordance with the features available on the Platform.

9.3 A Supplier's identity may remain undisclosed until dispatch, delivery or such other stage of the Transaction as FuelFinder considers appropriate for the operation and integrity of the marketplace.

9.4 FuelFinder may disclose information necessary for the lawful and safe fulfilment of an Order.

9.5 The anonymous marketplace structure does not limit a Buyer's statutory rights or the Supplier's obligations in relation to a completed Transaction.

10. ORDERS AT STANDARD SUPPLIER PRICES

10.1 Where a Supplier lists an Energy Product at a stated price, a Buyer may place an Order through the Platform in accordance with the ordering process provided.

10.2 A listing is generally an invitation to transact and may be subject to confirmation of:

a. product availability;

b. quantity;

c. location;

d. delivery capability;

e. payment; and

f. any other applicable requirement.

10.3 A Transaction shall be formed when the relevant Order is accepted or confirmed in accordance with the Platform's transaction process.

10.4 FuelFinder may cancel or prevent completion of an Order where there is a reasonable basis to believe that:

a. the listing was materially inaccurate;

b. the price was clearly erroneous;

c. the product is unavailable;

d. the Transaction is unlawful;

e. there is suspected fraud; or

f. completion would expose the parties or Platform to a material legal or safety risk.

11. BUYER-NOMINATED PRICES

11.1 Where the Platform provides a Buyer-nominated price or bidding feature, a Buyer may submit a proposed price for a specified quantity and type of Energy Product.

11.2 A Supplier may:

a. accept the proposed price;

b. decline the proposed price; or

c. submit a counter-offer.

11.3 A counter-offer shall replace the previous offer unless otherwise indicated through the Platform.

11.4 A Transaction shall be formed when:

a. a Supplier accepts the Buyer's offer; or

b. the Buyer accepts the Supplier's counter-offer,

subject to completion of applicable payment requirements.

11.5 The final price and applicable charges shall be displayed or communicated through the Platform before completion of the Transaction.

12. PRODUCT QUALITY, SPECIFICATION AND DENSITY

12.1 Suppliers shall ensure that Energy Products supplied through the Platform are genuine and comply with applicable Nigerian quality, safety and regulatory requirements.

12.2 Where the Platform permits a Buyer to specify a product requirement, including density or another technical specification where applicable, the Supplier accepting the Order shall supply an Energy Product that meets the agreed specification.

12.3 FuelFinder may record or display information provided during product verification or onboarding.

12.4 Any verification or information displayed by FuelFinder does not relieve a Supplier of its independent responsibility for the quality and compliance of Energy Products supplied.

12.5 Where no specific product requirement is stated, the Supplier shall nevertheless ensure that the Energy Product supplied complies with applicable laws, regulations and recognised standards applicable to that Energy Product in Nigeria.

12.6 A Buyer may raise a dispute where an Energy Product supplied is materially different from what was ordered or does not meet applicable quality or specification requirements, subject to these Terms and the Returns, Cancellations and Refunds Policy.

13. QUANTITY AND MEASUREMENT

13.1 Quantities of Energy Products shall be stated using the applicable and legally appropriate unit of measurement displayed on the Platform.

13.2 Where applicable:

a. AGO and PMS may be stated in litres;

b. LPG may be stated in kilogrammes, litres or another legally appropriate measurement unit; and

c. CNG may be stated using the applicable lawful and appropriate measurement unit.

13.3 Suppliers and Delivery Partners shall use lawful and appropriate measurement, dispensing and delivery equipment.

13.4 Suppliers and Delivery Partners shall not misrepresent the quantity of Energy Products supplied or delivered.

13.5 Buyers should, where reasonably practicable, verify the quantity of Energy Products delivered at the point of delivery.

13.6 A material quantity discrepancy may give rise to a dispute, correction, partial refund or other appropriate resolution.

14. PAYMENT AND ESCROW ARRANGEMENTS

14.1 Payments for Orders shall be processed through FuelFinder's authorised Payment Provider or another payment channel made available through the Platform.

14.2 FuelFinder does not intend to operate as a bank, deposit-taking institution or independent custodian of User funds.

14.3 Where the Platform provides for a protected payment or escrow-type transaction arrangement, the Buyer's payment for the relevant Order shall be processed and handled through the applicable authorised Payment Provider or payment infrastructure in accordance with the arrangement approved and implemented for the Platform.

14.4 FuelFinder shall not represent that it personally holds, deposits, banks or invests User funds where such funds are held or processed by an authorised Payment Provider.

14.5 Funds paid in connection with a Transaction may remain subject to the applicable payment and settlement process until the conditions for release or refund are satisfied.

14.6 Subject to the capabilities and approved structure of the applicable Payment Provider, funds relating to a Transaction may be released only after the relevant fulfilment conditions have been met, including:

a. confirmation or evidence of delivery;

b. confirmation of fulfilment by the relevant parties where required;

c. expiration or resolution of any applicable dispute period; and

d. any other lawful settlement requirement applicable to the Transaction.

14.7 Where a Transaction is successfully completed, the applicable settlement process may provide for the distribution of funds to:

a. the Supplier;

b. an Affiliate or other eligible participant where applicable;

c. FuelFinder in respect of its Platform Fee; and

d. any other party lawfully entitled to payment in connection with the Transaction.

14.8 FuelFinder may not release, settle or instruct settlement of a Transaction until the requirements of the applicable Payment Provider and Transaction process have been satisfied.

14.9 The exact payment and settlement arrangements applicable to a Transaction may depend on the Payment Provider, payment method and functionality available on the Platform.

15. NO REUSABLE WALLET OR STORED VALUE SERVICE

15.1 Unless FuelFinder expressly introduces such a service under separate terms and through an appropriate regulated arrangement, the Platform does not provide a reusable User wallet or stored-value account.

15.2 Where a Buyer places a scheduled Order, payment made in respect of that Order shall be linked to that specific Transaction and shall not constitute a general-purpose or transferable wallet balance.

15.3 Funds paid for a scheduled Order shall be applied solely in accordance with the payment and settlement terms applicable to that Order.

15.4 Users shall not be entitled to transfer funds or balances between Users through the Platform unless FuelFinder expressly introduces such functionality under a lawful and authorised arrangement.

16. PLATFORM FEES, COMMISSIONS AND SUBSCRIPTIONS

16.1 Platform Transaction Commission

FuelFinder may charge Suppliers a transaction commission on Transactions successfully facilitated through the Platform.

Unless otherwise disclosed to the relevant Users before completion of a Transaction, FuelFinder's applicable transaction commission shall be deducted from the Supplier's proceeds payable in respect of a completed Transaction.

The Supplier's initial completed Transaction on the Platform may be exempt from FuelFinder's transaction commission, subject to the applicable terms, promotional conditions or commission structure in effect at the time.

Following the Supplier's initial Transaction, FuelFinder's transaction commission shall apply to subsequent qualifying Transactions in accordance with the applicable commission rates disclosed through the Platform.

Unless otherwise disclosed, FuelFinder's transaction commission shall be calculated based on the volume of the relevant Energy Products traded through the Platform as follows:

a. Transactions involving less than 10,000 litres: 3% of the value of the Transaction;

b. Transactions involving 10,000 litres to less than 100,000 litres: 2% of the value of the Transaction; and

c. Transactions involving 100,000 litres and above: 1% of the value of the Transaction.

For the avoidance of doubt, unless otherwise expressly disclosed through the Platform, the applicable FuelFinder transaction commission shall be borne by the Supplier and deducted from

the amount otherwise payable to the Supplier upon successful completion and settlement of the relevant Transaction.

16.2 Subscription Services

FuelFinder may introduce subscription-based services, premium features and other paid services for Users of the Platform.

Such services may include, without limitation:

a. account sharing and multi-user account access;

b. additional team-member or user seats;

c. advertising and promotional services;

d. enhanced business or account management tools; and

e. other features, products or services introduced by FuelFinder from time to time.

The availability, pricing, features and terms applicable to any subscription service shall be disclosed to Users through the Platform or under separate subscription terms.

16.3 Account Sharing and Team Member Seats

Where FuelFinder offers an account-sharing or multi-user account feature, a Subscriber may be permitted to add authorised team members or users to its account, subject to the applicable subscription terms.

Subject to the applicable subscription plan:

a. a Subscriber shall receive one (1) complimentary seat under the account-sharing feature;

b. each additional authorised team member or user added to the account may receive a one (1) month complimentary subscription period, subject to the applicable promotional terms;

c. upon expiration of the applicable complimentary subscription period, a subscription fee of ₦5,000 (Five Thousand Naira) per seat, per month shall apply to each additional team member or authorised user;

d. the subscription fee shall remain payable for each additional active seat for every monthly billing period for which the relevant seat remains active, unless cancelled or otherwise terminated in accordance with the applicable subscription terms; and

e. FuelFinder may amend the pricing, number of complimentary seats, subscription periods or other conditions applicable to the account-sharing feature, provided that applicable changes are disclosed before they take effect for future billing periods.

16.4 Advertising and Other Paid Services

FuelFinder may offer advertising, promotional placement, visibility-enhancement services and other paid features to Suppliers, Businesses or other Users of the Platform.

The applicable fees, duration, features and conditions relating to such services shall be disclosed before the relevant User purchases or subscribes to the service.

16.5 Disclosure of Applicable Fees

The applicable transaction commission, subscription fee and any other applicable charges shall be disclosed, reflected or otherwise made available to the relevant User before becoming payable or applicable.

16.6 Changes to Fees

FuelFinder may review and amend its transaction commission rates, subscription fees, service charges or other fees from time to time in accordance with its business requirements.

Any applicable changes shall be communicated or reflected through the Platform before applying to future Transactions or subscription periods.

Unless otherwise required by applicable law, changes to fees shall not ordinarily affect a Transaction that has already been completed or a subscription period that has already been paid for.

17. PAYMENT REVERSALS AND CHARGEBACKS

17.1 A User shall not initiate a fraudulent or improper chargeback or payment reversal.

17.2 Where a chargeback or reversal is initiated in respect of a completed Transaction, FuelFinder may:

a. suspend the relevant account;

b. investigate the Transaction;

c. provide relevant information to the Payment Provider;

d. delay further Transactions; and

e. take any other reasonable step permitted by law or these Terms.

17.3 This clause shall not prevent a User from exercising any legitimate right to dispute an unauthorised or unlawful payment.

18. DELIVERY AND FULFILMENT

18.1 The Supplier is responsible for fulfilling an accepted Transaction.

18.2 A Supplier may perform delivery directly or through an appropriately authorised Delivery Partner.

18.3 Where a Supplier engages a Delivery Partner, the Supplier remains responsible for ensuring that the delivery arrangement is lawful, safe and appropriate.

18.4 Delivery times displayed through the Platform are estimates unless expressly agreed otherwise.

18.5 The Buyer shall provide:

a. accurate delivery information;

b. safe and lawful access to the delivery location;

c. accurate contact information; and

d. relevant site or safety information reasonably required for delivery.

18.6 The Buyer shall not request a delivery method that is unsafe, unlawful or prohibited.

18.7 Risk in Energy Products shall pass to the Buyer upon lawful delivery and discharge, transfer or other completed handover to the Buyer's designated tank, container, receiving facility or other appropriate receiving point, subject to applicable law and the terms of the relevant Transaction.

18.8 Title in the Energy Products shall pass in accordance with the applicable Transaction and applicable law, subject to full payment where required.

19. DELIVERY PARTNERS

19.1 Delivery Partners are independent contractors and are not employees of FuelFinder.

19.2 Nothing in these Terms creates an employment, partnership or agency relationship between FuelFinder and a Delivery Partner.

19.3 Delivery Partners shall be responsible for:

a. maintaining valid licences and permits;

b. ensuring that vehicles and relevant equipment are suitable and safe;

c. maintaining applicable insurance;

d. complying with laws applicable to the transportation or delivery of the relevant Energy Products;

e. complying with safety and environmental requirements; and

f. performing accepted delivery obligations lawfully and safely.

19.4 FuelFinder may suspend or remove a Delivery Partner where there is a reasonable concern regarding:

a. safety;

b. compliance;

c. verification;

d. fraud;

e. unlawful conduct; or

f. breach of these Terms.

20. DEPOT AND LOADING ARRANGEMENTS

20.1 Where the Platform permits Users to arrange loading, collection or booking at a depot, terminal, facility or other collection point, such arrangements shall remain subject to the operational requirements of the relevant facility.

20.2 Depot operators or other relevant facility operators shall be responsible for:

a. the lawful operation of their facilities;

b. applicable licences and approvals;

c. site safety requirements; and

d. the accuracy of information provided concerning availability or capacity.

20.3 Users attending a depot, terminal, facility or collection point shall comply with all applicable safety and operational requirements.

20.4 FuelFinder does not guarantee access to a depot, terminal, loading facility or other collection point unless expressly confirmed through the relevant Transaction process.

21. CANCELLATIONS

21.1 A Buyer may request cancellation of an Order before fulfillment.

21.2 A cancellation request shall be considered based on factors including:

a. whether the Supplier has accepted the Order;

b. whether fulfilment has commenced;

c. whether Energy Products have been allocated;

d. whether a Delivery Partner has been engaged;

e. whether costs have already been incurred; and

f. the applicable cancellation terms of the Transaction.

21.3 FuelFinder may facilitate cancellation in accordance with the Returns, Cancellations and Refunds Policy.

21.4 A Buyer shall not be automatically entitled to a full refund where a Supplier has already incurred legitimate costs in reliance on an accepted Order, subject always to applicable law.

22. REFUNDS

22.1 Refunds may arise where:

a. an Order is validly cancelled;

b. a Supplier fails to fulfil an accepted Transaction;

c. delivery does not occur;

d. the wrong Energy Product is supplied;

e. there is a material quantity shortfall;

f. the Energy Product materially fails to meet the agreed specification;

g. there is a valid quality, safety or contamination issue; or

h. another circumstance arises under the applicable Refund Policy or Nigerian law.

22.2 Approved refunds shall be processed through the applicable Payment Provider and, where practicable, returned through the original payment method or another lawful method approved by the Payment Provider.

22.3 Refund processing times may depend on the Payment Provider, banking systems and the nature of the dispute.

22.4 FuelFinder may require supporting evidence before approving or facilitating a refund.

23. DISPUTES

23.1 Buyers, Suppliers and Delivery Partners are encouraged to communicate promptly regarding Transaction issues.

23.2 A User may raise a dispute through the Platform or another designated FuelFinder support channel.

23.3 FuelFinder may review available information including:

a. Order records;

b. communications;

c. delivery records;

d. quantity records;

e. photographs or videos;

f. product documentation;

g. location records where applicable; and

h. other relevant evidence.

23.4 Where funds remain subject to an applicable protected payment or escrow-type arrangement, settlement may be delayed pending resolution of a valid dispute.

23.5 FuelFinder may facilitate communication and resolution between the parties.

23.6 FuelFinder's marketplace dispute process is a contractual support and resolution mechanism and does not constitute a judicial determination of the parties' legal rights.

23.7 Nothing in this clause prevents a User from pursuing a remedy available under Nigerian law.

24. PHYSICAL RETURNS

24.1 Energy Products shall not be returned through ordinary courier or shipping services where such return would be unsafe, unlawful or inappropriate.

24.2 Where physical recovery or return of an Energy Product is necessary and legally permissible, it shall be arranged using a lawful and safe method by an appropriately authorised party.

24.3 Any recovery or return process shall comply with applicable product-specific, safety, transport, environmental and regulatory requirements.

25. SUPPLIER OBLIGATIONS

25.1 Each Supplier represents, warrants and undertakes that it:

a. holds and shall maintain all applicable licences, permits and approvals;

b. has legal authority to sell and supply the Energy Products listed;

c. supplies genuine and lawfully obtained Energy Products;

d. supplies products that comply with applicable quality and safety requirements;

e. accurately describes the products listed;

f. fulfils accepted Transactions in accordance with agreed terms;

g. maintains accurate and current information on the Platform;

h. handles, stores and transports Energy Products lawfully and safely where applicable;

i. maintains appropriate insurance where applicable; and

j. complies with these Terms and Marketplace Policies.

25.2 A Supplier shall promptly notify FuelFinder where:

a. a licence expires;

b. a licence is suspended or revoked;

c. regulatory approval is withdrawn;

d. the Supplier becomes unable to lawfully supply Energy Products; or

e. a regulatory or enforcement matter materially affects its ability to perform Transactions.

25.3 FuelFinder may request additional documents or information from a Supplier at any time.

25.4 FuelFinder may suspend a Supplier pending satisfactory verification or investigation.

26. DELIVERY AND PRODUCT SAFETY

26.1 Suppliers and Delivery Partners shall comply with applicable Nigerian laws relating to:

a. the handling of Energy Products;

b. transportation;

c. storage;

d. environmental protection;

e. road safety; and

f. health and safety.

26.2 A Supplier or Delivery Partner shall not knowingly engage in any activity through the Platform that presents an unlawful or unreasonable risk to persons, property or the environment.

26.3 FuelFinder may suspend any User or Transaction where it reasonably considers that a safety or regulatory risk exists.

27. AFFILIATE PROGRAMME

27.1 Affiliate Programme

FuelFinder may operate an affiliate or referral programme through which eligible Users may refer new Users to the Platform and earn commission in accordance with the applicable Affiliate Programme rules.

27.2 Referral Codes and Links

An Affiliate may receive a unique referral code, referral link or other identifier through which eligible referrals may be tracked by the Platform.

27.3 Affiliate Commission

An Affiliate may earn commission in respect of qualifying Transactions completed by eligible Users referred through the Affiliate's referral code, link or other approved referral method.

Affiliate commission shall be calculated as a percentage of the transaction commission earned by FuelFinder from the relevant qualifying Transaction and shall **not constitute a percentage of the total value of the underlying Transaction**.

Unless otherwise specified under the applicable Affiliate Programme rules, Affiliate commission shall accrue only where FuelFinder has earned the applicable transaction commission from a successfully completed qualifying Transaction.

27.4 Affiliate Commission Tiers

Affiliate commission rates, qualification requirements and eligibility conditions may depend on the Affiliate's qualifying tier.

The applicable commission structure may include:

a. **Tier 1:** 5% of FuelFinder's applicable transaction commission;

b. **Tier 2 (Gold):** 10% of FuelFinder's applicable transaction commission; and

c. **Tier 3 (Platinum):** 20% of FuelFinder's applicable transaction commission.

FuelFinder may determine an Affiliate's tier based on factors including referral activity, qualifying referrals, transaction volume or other criteria established under the applicable Affiliate Programme rules.

27.5 Qualification for Commission

Unless otherwise stated under the applicable Affiliate Programme rules, Affiliate commission shall accrue only in respect of qualifying Transactions that:

a. have been successfully completed and fulfilled;

b. have generated an applicable transaction commission payable to FuelFinder;

c. have not been cancelled;

d. have not been refunded; and

e. are not subject to a successful chargeback, reversal or other payment dispute resulting in the reversal of the relevant Transaction.

27.6 Commission Reversals

FuelFinder may withhold, reverse, deduct or recover Affiliate commission relating to a Transaction that is subsequently cancelled, refunded, reversed, charged back or otherwise determined not to qualify for commission.

Where an Affiliate commission has already been paid in respect of such a Transaction, FuelFinder may offset the relevant amount against future Affiliate earnings or take any other lawful recovery action available under the applicable Affiliate Programme rules.

27.7 Affiliate Payout

Affiliate earnings shall become eligible for payout once the Affiliate's accumulated eligible commission balance reaches the minimum payout threshold specified by FuelFinder.

Unless otherwise amended by FuelFinder, the current minimum payout threshold shall be **₦100,000 (One Hundred Thousand Naira)**.

FuelFinder may review or amend the minimum payout threshold, payout schedule or payment method from time to time, provided that applicable changes are communicated through the Platform or under the applicable Affiliate Programme rules.

27.8 Prohibited Affiliate Activities

An Affiliate shall not:

a. make false, misleading or unauthorised claims about FuelFinder or its services;

b. engage in spam, unlawful marketing or unsolicited communications in breach of applicable law;

c. impersonate FuelFinder or represent that the Affiliate is an employee, agent or authorised representative of FuelFinder unless expressly authorised in writing;

d. create fraudulent, false or artificial referrals;

e. refer accounts controlled by the Affiliate solely for the purpose of earning commission;

f. manipulate, interfere with or attempt to exploit the Platform's referral or commission systems;

g. use deceptive, fraudulent or unlawful methods to obtain referrals or Transactions;

h. make unauthorised use of FuelFinder's intellectual property, branding or marketing materials; or

i. otherwise act in a manner that may damage FuelFinder, the Platform or other Users.

27.9 Suspension and Termination

FuelFinder may suspend, restrict or terminate an Affiliate's participation in the Affiliate Programme where the Affiliate breaches these Terms, the applicable Affiliate Programme rules or engages in fraudulent, misleading, unlawful or abusive conduct.

FuelFinder may withhold unpaid Affiliate earnings pending the investigation of suspected fraud, abuse, cancellation, refund, reversal or other circumstances affecting the validity of a qualifying Transaction.

27.10 Changes to the Affiliate Programme

FuelFinder may amend, suspend or discontinue the Affiliate Programme, including its commission rates, tiers, qualification requirements, payout thresholds and eligibility requirements, from time to time.

Where reasonably practicable, FuelFinder shall communicate material changes through the Platform or another appropriate communication channel.

28. ACCEPTABLE USE

28.1 Users shall use the Platform only for lawful and legitimate purposes.

28.2 You shall not:

a. engage in fraud;

b. provide false information;

c. manipulate prices or Transactions;

d. impersonate another person;

e. interfere with the Platform's security;

f. gain unauthorised access to systems or accounts;

g. distribute malware or harmful code;

h. use the Platform to facilitate unlawful activity;

i. harass or threaten another User;

j. misuse personal information obtained through the Platform;

k. scrape or harvest Platform data without authorisation;

l. reverse engineer or attempt to copy the Platform's systems or functionality except where permitted by law;

m. use the Platform to create or support a competing service through unauthorised extraction of Platform data; or

n. otherwise use the Platform in breach of applicable law.

28.3 FuelFinder may investigate suspected misuse and take enforcement action including suspension or termination.

29. SUSPENSION AND TERMINATION

29.1 FuelFinder may suspend, restrict or terminate access to the Platform where it reasonably believes that a User has:

a. breached these Terms;

b. breached Marketplace Policies;

c. provided false or misleading information;

d. failed verification requirements;

e. engaged in fraud;

f. engaged in unlawful conduct;

g. created a material safety risk;

h. created a material regulatory risk; or

i. otherwise materially harmed or threatened the integrity of the Platform.

29.2 Where reasonably practicable, FuelFinder may notify the affected User and provide an opportunity to respond.

29.3 FuelFinder may take immediate action without prior notice where there is an urgent safety, fraud, security or legal concern.

29.4 FuelFinder may refer suspected unlawful conduct to the relevant authority.

29.5 A User may request closure of an account at any time, subject to:

a. ongoing Transactions;

b. outstanding disputes;

c. payment obligations;

d. applicable legal record retention requirements; and

e. any other obligation that survives account closure.

29.6 Termination or closure of an account shall not affect rights or obligations that arose before termination.

30. CONSUMER RIGHTS

30.1 Where an Individual Buyer is acting as a consumer, that Buyer may have statutory rights under applicable Nigerian consumer protection laws.

30.2 Nothing in these Terms is intended to exclude, restrict or unlawfully limit any statutory right or remedy that cannot lawfully be excluded.

30.3 Consumer rights relating to:

a. product quality;

b. product description;

c. safety;

d. refunds; and

e. other applicable consumer protections,

shall remain subject to applicable Nigerian law.

30.4 A consumer may make a complaint to the appropriate regulatory authority, including the Federal Competition and Consumer Protection Commission, where applicable.

31. DISCLAIMER OF WARRANTIES

31.1 The Platform is provided on an “as available” basis.

31.2 FuelFinder does not guarantee that the Platform will always be:

a. uninterrupted;

b. error-free;

c. available at all times; or

d. free from technical interruptions.

31.3 FuelFinder does not guarantee:

a. the future availability of any Energy Product;

b. that every Supplier will accept an Order;

c. that every listed Energy Product will remain available;

d. the performance of an independent Supplier or Delivery Partner; or

e. that verification eliminates all risks.

31.4 Nothing in this clause affects any liability or statutory right that cannot lawfully be excluded.

32. LIMITATION OF LIABILITY

32.1 To the maximum extent permitted by Nigerian law, FuelFinder shall not be liable for indirect or consequential losses, including:

a. loss of profit;

b. loss of business;

c. loss of production;

d. loss of goodwill;

e. loss of anticipated savings; or

f. other indirect economic loss.

32.2 FuelFinder's role is limited to the operation of the Platform and related marketplace services.

32.3 Subject to applicable law, FuelFinder's aggregate liability in connection with a specific Transaction shall not exceed the Platform Fee actually received by FuelFinder in respect of that Transaction.

32.4 Nothing in these Terms excludes or limits liability for:

a. fraud;

b. fraudulent misrepresentation;

c. death or personal injury resulting from negligence where such liability cannot lawfully be excluded; or

d. any other liability that cannot lawfully be excluded under Nigerian law.

32.5 Nothing in this clause limits the liability of a Supplier to a Buyer or a Buyer to a Supplier under the Transaction between them.

33. INDEMNITY

33.1 You agree to indemnify and hold harmless FuelFinder, its officers, employees, agents and representatives against losses, liabilities, damages, claims, costs and expenses arising from:

a. your breach of these Terms;

b. your breach of Marketplace Policies;

c. your unlawful conduct;

d. your negligence or misconduct;

e. your supply of Energy Products;

f. your delivery activities;

g. your breach of applicable safety, environmental, product-specific or other regulatory laws;

h. your misuse of the Platform; or

i. false or misleading information provided by you.

33.2 This indemnity shall not apply to the extent that a loss is caused by FuelFinder's own negligence, wilful misconduct or breach of these Terms.

34. DATA PROTECTION AND PRIVACY

34.1 FuelFinder processes personal information in accordance with applicable Nigerian data protection laws and its Privacy Policy.

34.2 By using the Platform, you acknowledge that FuelFinder may process information reasonably required to operate the Platform and facilitate Transactions.

34.3 FuelFinder may share necessary information with Suppliers, Delivery Partners, Payment Providers and other service providers where required for:

a. verification;

b. payment processing;

c. delivery;

d. fulfilment;

e. dispute resolution;

f. fraud prevention;

g. legal compliance; or

h. other legitimate Platform purposes.

34.4 Users receiving personal information through the Platform shall:

a. use it only for legitimate and authorised purposes;

b. keep it secure;

c. not misuse it;

d. not disclose it unlawfully; and

e. comply with applicable data protection laws.

34.5 A Supplier or Delivery Partner shall not use a Buyer's personal information for unrelated marketing without a lawful basis.

34.6 Where location information is collected or processed, such information shall be handled in accordance with FuelFinder's Privacy Policy and applicable law.

35. INTELLECTUAL PROPERTY

35.1 All intellectual property rights relating to FuelFinder and the Platform, including its:

a. software;

b. source and object code;

c. databases;

d. designs;

e. user interfaces;

f. trademarks;

g. logos;

h. content;

i. business systems; and

j. proprietary technology,

shall remain the property of FuelFinder or its licensors.

35.2 Nothing in these Terms transfers ownership of FuelFinder's intellectual property to any User.

35.3 Users are granted a limited, non-exclusive, non-transferable and revocable right to use the Platform in accordance with these Terms.

35.4 Users shall not copy, reproduce, distribute, sell, lease, modify or create derivative works from the Platform except with FuelFinder's written permission or where expressly permitted by law.

35.5 Where a User uploads content to the Platform, the User grants FuelFinder a non-exclusive, royalty-free licence to use, reproduce, display and distribute such content to the extent reasonably required to operate and promote the Platform.

35.6 The User warrants that it has the right to provide such content.

36. COMMUNICATIONS AND NOTICES

36.1 FuelFinder may communicate with Users through:

a. email;

b. in-app notifications;

c. push notifications;

d. SMS where applicable; or

e. other communication channels made available through the Platform.

36.2 Users are responsible for maintaining accurate contact information.

36.3 Notices sent to the email address registered to a User's account may be treated as received when sent, subject to applicable law.

36.4 Notices to FuelFinder may be sent to:

Email: support@fuelfinder.energy

or such other contact addresses as FuelFinder may publish.

37. FORCE MAJEURE

37.1 Neither FuelFinder nor a User shall be liable for failure or delay caused by an event beyond its reasonable control.

37.2 Such events may include:

a. energy or fuel scarcity;

b. supply disruption;

c. government action;

d. regulatory restrictions;

e. civil unrest;

f. industrial action;

g. natural disasters;

h. extreme weather;

i. epidemics or public health emergencies;

j. telecommunications failures;

k. power failures;

l. banking failures; or

m. Payment Provider failures.

37.3 Where a force majeure event affects an ongoing Transaction, the affected parties shall take reasonable steps to communicate and determine whether the Transaction should be:

a. delayed;

b. rescheduled;

c. cancelled; or

d. refunded.

38. ANTI-BRIBERY AND ANTI-CORRUPTION

38.1 Users shall not offer, give, request or accept any bribe, unlawful inducement or improper advantage in connection with the Platform or any Transaction.

38.2 Users shall comply with applicable Nigerian anti-bribery and anti-corruption laws.

38.3 FuelFinder may suspend or terminate a User where it reasonably suspects bribery, corruption or related unlawful conduct.

39. TAX

39.1 Each User shall be responsible for determining and paying taxes arising from its own activities and Transactions.

39.2 Suppliers shall be responsible for taxes applicable to their sales of Energy Products.

39.3 FuelFinder shall be responsible for taxes applicable to its own income and Platform Fees, subject to applicable law.

39.4 Prices displayed on the Platform may include or exclude applicable taxes depending on the information displayed at the point of Transaction.

39.5 FuelFinder may request tax information where required for legal or regulatory purposes.

40. CHANGES TO THESE TERMS

40.1 FuelFinder may amend these Terms or Marketplace Policies from time to time.

40.2 Where a material change is made, FuelFinder may notify Users through the Platform or another appropriate communication channel.

40.3 Where required or appropriate, FuelFinder may require Users to accept updated Terms before continuing to use certain services.

40.4 Updated Terms shall not ordinarily apply retrospectively to Transactions already completed unless required by law or expressly agreed by the relevant parties.

40.5 If you do not agree to an amendment, you may stop using the Platform, subject to the completion of outstanding obligations.

41. DISPUTE RESOLUTION

41.1 If you have a complaint relating to FuelFinder or the Platform, you should first contact FuelFinder through the designated support channels.

41.2 FuelFinder may attempt to resolve complaints through its internal marketplace resolution process.

41.3 Where a dispute relates to a Transaction between a Buyer and Supplier, FuelFinder may facilitate resolution in accordance with these Terms and the applicable Marketplace Policies.

41.4 If a dispute arising from these Terms cannot be resolved amicably, the parties may pursue mediation or arbitration in accordance with applicable Nigerian law.

41.5 Unless otherwise required by law, the seat of arbitration shall be Abuja, Nigeria, and the arbitration shall be conducted in the English language.

41.6 Nothing in these Terms prevents either party from seeking urgent injunctive or other appropriate relief from a court of competent jurisdiction.

41.7 Nothing in these Terms shall unlawfully restrict the rights of a consumer to pursue remedies available under Nigerian law.

42. GOVERNING LAW

42.1 These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

42.2 Subject to applicable dispute resolution provisions, the courts of the Federal Republic of Nigeria shall have jurisdiction over matters arising in connection with these Terms.

43. GENERAL PROVISIONS

43.1 Assignment

A User shall not assign or transfer its rights or obligations under these Terms without FuelFinder's prior written consent.

FuelFinder may assign or transfer its rights or obligations in connection with a corporate restructuring, sale, merger, acquisition or transfer of business.

43.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be severed or modified to the minimum extent necessary, and the remaining provisions shall remain valid and enforceable.

43.3 No Waiver

A failure or delay by FuelFinder to enforce any provision of these Terms shall not constitute a waiver of that provision or any other right.

43.4 Entire Agreement

These Terms, together with the Marketplace Policies and Privacy Policy, constitute the agreement between the User and FuelFinder concerning the use of the Platform.

43.5 Survival

Provisions relating to:

a. payments;

b. disputes;

c. refunds;

d. liability;

e. indemnity;

f. intellectual property;

g. confidentiality where applicable;

h. data protection; and

i. any other provision intended by its nature to survive,

shall survive termination or closure of an account.

43.6 Third Parties

Except where expressly stated otherwise, a person who is not a party to these Terms shall have no right to enforce them.

43.7 Language

These Terms are made in the English language.

Any translation provided is for convenience only, and the English version shall prevail to the extent permitted by law.

44. CONTACT INFORMATION

Fuel Finder Energy Limited
Trading as **FuelFinder**

Abuja, Federal Republic of Nigeria

Website: www.fuelfinder.energy

Email: support@fuelfinder.energy