

Terms and Conditions

These Terms and Conditions are a legal agreement between you and Rubis Energy Kenya PLC that governs your access to and use of the RUBiS Card to purchase fuel products and services provided.

DEFINITIONS

RUBiS Card: Card issued by Rubis Energy Kenya to the Cardholder for the purpose of purchasing fuel products and services from the POS

Account Holder: means the person in whose name the account is maintained.

Authorized Cardholder: means the individual and/or corporate entity the Account Holder has authorized to sign or use the Card(s) and whose name is imprinted on the Card.

Account: Account of the main Cardholder opened with the company which is credited/debited for the amounts of the transactions, fees and commissions arising from the use of the Card.

Point of Sale (POS): Designated Service Station at which the use of RUBiS Card is authorized and acceptable.

Point of Sale Terminal: An electronic device that provides and facilitates fueling installed at the points of sale of fuels and services and makes respective charges thereof with RUBiS Card.

P.I.N (Personal Identification Number): Secret personal identification number of the main Cardholder used for authorization when the Card is used at Point of Sale terminal.

Products: means stocks of Diesel, Petrol, Lubricants, LPG

Services: means airtime purchase, bill payments, purchases from Rubis Express shop

RUBiS Card issuance process and credit limit approval.

In order to use the RUBiS Card, you hereby consent to provide and agree to complete all required information in the application form for approval by Rubis Energy Kenya. You undertake and agree to provide current, complete and accurate information and maintain it as current and accurate.

We, in our sole and absolute discretion, may refuse to approve or may terminate existing registrations with or without cause or notice, other than any notice required by any applicable law, and not waived herein.

Card Usage

The Card shall not be transferred to other persons and it shall be used only to obtain products from the POS and by the Cardholder whose name is imprinted thereon or its authorized user by entering the Cardholder PIN at the time of each transaction.

For payment of products and services the Cardholder shall receive a receipt for performed transaction (slip) at the Point of Sale. The Cardholder shall keep one part of the duplicate receipt for his/her records.

The Cardholder should always keep the PIN's secure. It is the Cardholders' responsibility to keep PIN's safe and secure. The PIN shall be used only by the Cardholder and shall not be disclosed by the Cardholder to any other person and if the PIN has (or may have) been compromised in any way, the Cardholder must immediately notify Rubis Energy Kenya.

Rubis Energy Kenya reserves the right to refuse any single Card transaction from time to time for any reason connected with Card security and the Account Holder hereby acknowledges and accepts that the Company shall not be liable in any way for such refusal.

The Account Holder shall ensure that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder.

Charges and Payments

Rubis Energy Kenya shall at its discretion charge a fee to the Cardholder for the issue of the Card, for replacement Cards, additional Cards and on annual (or other) renewal of a Card. Other fees may also apply such as a monthly fee or non-usage fee. Card charges vary per account and are payable in advance

at the prevailing rates which may increase on periodic review. Details of charges will be provided to the Cardholder from time to time by Rubis Energy Kenya's marketing department.

Liability

Rubis Energy Kenya accepts no liability and gives no warranty, express or implied (to the extent permissible by law), whether arising by common law or statute in relation to:

- any transaction entered into by a Cardholder;
- any Products or Services supplied to the Cardholder including the satisfactory quality or fitness for purpose of the products; or
- or any failure and/or refusal and/or delay on the part of any POS to accept a Card or to supply Product and Services, or the way in which that failure, refusal and/or delay is communicated.

The Cardholder undertakes to indemnify Rubis Energy Kenya from and against any and all losses, claims, costs, demands or expenses which Rubis Energy Kenya may incur as a result of a Card being used by an unauthorised third party or by reason of any negligence, fraudulent, dishonest or criminal conduct relating to the use of the Card by the Cardholder, the Cardholders' employees, agents, representatives and/or sub-contractors.

Loss or theft of the Card(s) Cancellation of the Cards

The Cardholder shall be obliged to immediately report lost or stolen Card to Rubis Energy Kenya within Forty Eight (48) hours, the Cardholder shall remain liable during the 48 hours following the notice for any transaction made by means of the lost or stolen Card(s).

Rubis Energy Kenya may cancel and/or refuse to renew one or more Cards held by the Cardholder. A Cardholder may ask in writing for the cancellation of one or more Cards.

Revision of the General Terms and Conditions

Rubis Energy Kenya in its sole and absolute discretion change, modify, or amend any portion of this Terms and Conditions at any time by posting notification on Rubis Energy Kenya website or otherwise communicating the notification to the Cardholder. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to Payment Transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Card.

Force majeure

In case the use of the Card is prevented by reason or events or circumstances beyond its control, including but not limited to Acts of God, Civil Commotion, Riots, Breakdown of communication, Fire, Explosion, Storm, Flood, Earthquake Pestilence or Epidemics, strike, lockout or labor dispute, acts or restraints or government imposition, other laws, regulations or orders, including but without limiting the generality of the a foregoing laws regulations or embargoes on imports or exports, Rubis Energy Kenya shall suspend the Card usage until the cause shall have ceased.

Privity and applicable law

These Terms and conditions shall be governed in all aspects in accordance with the Laws of Kenya and a court of complete jurisdiction in Kenya shall determine every claim or dispute arising out of or in connection with these Terms and conditions.