

APEX ENERGIES

GO! REWARDS

Earn up to 2% for every dollar you spend at our handpicked selection of top-tier participating sites. That's right, folks – your purchases just got a serious upgrade.



TERMS & CONDITIONS

CANCELLATION AND SUSPENSION OF GO CARD(S)

The customer reserves the right to cancel one or more GO Cards by providing written notice to the APEX Energies.

APEX Energies reserves the right to cancel one or more GO Cards by providing written notice to the customer.

In either event mentioned above, the customer must return the GO Card(s) to APEX Energies within forty-eight (48) hours and shall be held responsible for any transactions made by means of the cancelled GO Card(s) up to the time of returning the GO Card(s).

If the customer breaches its obligations under this contract, APEX Energies may immediately suspend the use of a GO Card(s) issued to the customer.

TERMS OF THE CONTRACT

The contract becomes effective as of the date the GO Card is issued to the customer and remains valid until cancelled.

Both parties have the right to cancel the contract by providing written notice to the other party. Such cancellation shall not affect the rights and privileges of the parties that accrued before the cancellation of the contract.

Upon cancellation of the contract, the customer must return the GO Card(s) to APEX Energies within forty-eight (48) hours.

If, after termination of the contract for any reason, an attempt is made to use a GO Card(s), the customer shall be subject to criminal proceedings and liable for all ensuing costs and damages.

REVISION OF THE GENERAL CONDITIONS

APEX Energies may amend or supplement the terms of this contract at any time by providing the other party with thirty (30) days' written notice.

FORCE MAJEURE

Any act deemed a force majeure incident shall exempt the parties from liability. Force majeure includes circumstances beyond reasonable control such as war, revolution, natural disasters, government regulations, or labor disputes.

APPLICABLE LAW

This contract and all matters arising from the issue or use of a GO Card are subject to Zimbabwean laws.

The GO Card may not be used by the GO Cardholders to violate any laws or regulations.

GENERAL

The customer must inform APEX Energies in writing of any change in contact details or information necessary for the efficient administration of the Go Card system.

DEFINITIONS

GO CARD: A plastic token (physical Go Card or virtual Go Card) enabling payment for purchases of products at Forecourts.

GO CARDHOLDER: Either the customer or the authorized representative.

CONTRACT: Agreement for the supply of a GO Card(s) and use of an electronic Go Card payment system.

CUSTOMER: A corporate entity or natural person entering into a contract with APEX Energies.

CUSTOMER CONTACT PERSON: A person authorized to instruct APEX Energies on matters related to the customer's use of the Go Card payment solution.

ELECTRONIC POS TERMINAL: An electronic device used at a Forecourts to process GO Card transactions.

PIN: A secret numeric password used for GO Cardholder authentication.

PRODUCTS: Items offered at Forecourts and authorized for purchase using the GO Card.

REPRESENTATIVE: A person entrusted with a GO Card and authorized to use it on behalf of the customer.

MOBILE APPLICATION: An application for conducting transactions.

WEBSITE: A designated website for conducting transactions.

VEHICLE REGISTRATION: Registration number of vehicles allowed to transact using the allocated Go Card.

CONTAINER: A container compliant with regulations for carrying petroleum products.

APEX ENERGIES: Registered as Eaglewise Investments (Pvt) Ltd.

FORECOURT: A physical location authorized for supplying products.

GO CARD ISSUING

The Customer's Contact Person is authorized to complete the online GO Card Update Form to instruct APEX Energies to issue GO Cards and amend GO Card details.

A single GO Card may contain up to five-line items, representing VEHICLE REGISTRATION numbers or the word Container.

APEX Energies issues GO Cards and amends GO Card details as instructed.

Each GO Card is assigned a PIN for payment authorization.

The customer must protect the confidentiality of each PIN.

All vehicle registration numbers require APEX Energies authorization.

The customer may be charged a fee for issuing a GO Card, as communicated by APEX Energies.

An inactive GO Card will incur a re-activation fee.

GO Cards remain the property of APEX Energies.

LOSS OR THEFT OF A GO CARD(S)

In case of loss or theft of a GO Card, the customer must immediately block the Go Card using the mobile application or designated website and notify APEX Energies within forty-eight (48) hours in writing.

GO CARD CREDITING

The Customer's Contact Person(s) is authorized to credit an electronic purse on specified GO Card(s) and debit the Customer's account.

AUTHORIZATION TO SUPPLY

APEX Energies is authorized to supply the GO Cardholder with products from the Forecourts, subject to:

Presentation of a GO Card at our Forecourts prior to the transaction.

Availability of products.

Valid vehicle registration numbers declared on the GO Card.

Entry of the correct PIN by the GO Cardholder into the Electronic POS Terminal.

A transaction authorized by an Electronic POS Terminal serves as conclusive proof of supply to the GO Cardholder.

SUPPLY STATEMENTS

APEX Energies shall provide the customer with access to a mobile application and website to view statements of products supplied to GO Cardholders.

Disputed transactions must be communicated to APEX Energies in writing within seven (7) days of the statement date, accompanied by substantiating documents, and are subject to investigation by APEX Energies.

PAYMENT FOR PRODUCTS AND SERVICES

Unless otherwise agreed, the customer must deposit funds with APEX Energies prior to the supply of products.

Products are supplied at the standard price prevailing at our Forecourts.

The customer is solely liable for payment, even in the event of use by third parties or uses that do not conform to the contract.

If the customer's account is overdrawn, the customer remains liable for all outstanding amounts.

In case of loss or theft of a GO Card(s), the customer remains liable for products supplied up to the time of notification, and for any losses resulting from improper protection of PIN(s).

These revised terms and conditions are in accordance with Zimbabwean laws and regulations, providing a legal framework for the operation of Apex's Go Card system.

