

Shisigas Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY APPLY TO YOU THROUGH YOUR USE OF THE SHISIGAS ENERGY PROPRIETARY LIMITED SERVICES, APPLICATION AND THIS WEBSITE.

1. Introduction and Application

1.1 These terms and conditions ("**Terms and Conditions**") cover all Services (**as defined below**) provided by Shisigas Energy Proprietary Limited ("**Shisigas**") and applies to all customers and clients of Shisigas and persons who access or utilise the Services provided by Shisigas ("**Customer**"), as well as all agreements between Shisigas and Customers, except where specifically excluded. To the extent that these Terms and Conditions are in conflict with the agreements entered into between Customers and Shisigas ("**Customer Agreement**"), these Terms and Conditions supersede the Customer Agreement's terms and conditions.

1.2 By accessing and utilising the Services you agree to be bound by these Terms and Conditions which establishes a contractual relationship between you and Shisigas and you warrant that it has the legal capacity and authority to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not access or use the Services.

1.3 Limitations of liability and indemnities contained in these Terms and Conditions are recorded in capital letters.

1.4 Shisigas reserves the right to change these Terms and Conditions from time to time without informing Customers. In this regard please check these Terms and Conditions periodically for any changes hereto. Your continued access or use of the Services and the Software after such posting constitutes your consent to be bound by the Terms and Conditions, as amended. It is your responsibility to ensure that you are aware of, read and understand any amendments to these Terms and Conditions.

2. Privacy

In order to utilise the Services, you may be asked to supply certain personal data. The Shisigas policy with respect to the collection and use of your personal data is set out in the Shisigas Privacy Policy. By accessing and utilising the Services, you consent to our use of your personal data as set out in the Shisigas Privacy Policy.

3. Services

3.1 Shisigas provides Customers with access to a technology platform that enables users of the Shisigas mobile application (“**Application**”) or the Shisigas website (“**Website**”) to arrange and schedule Liquid Petroleum Gas (“**LPG**”) transport services, supply services, refill services, LPG tank maintenance and repair, LPG tank collection and other logistical arrangements with independent third party providers of such Services, including independent third party LPG suppliers, independent third party LPG resellers and independent third party LPG logistics providers under agreement with Shisigas (“**Third Party Providers**”) (this paragraph 3.1 is collectively referred to as the “**Services**”)

3.2 You expressly acknowledge and agree:

3.2.1 THAT THE USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK;

3.2.2 the Services are made available to you solely for your personal and non-commercial use, unless otherwise agreed with Shisigas;

3.2.3 THAT SHISIGAS DOES NOT OPERATE AS AN LPG SUPPLIER OR LPG RESELLER AND THAT SHISIGAS DOES NOT PROVIDE LOGISTICAL OR LPG MAINTENANCE OR REPAIR FUNCTIONS AND THAT ALL LPG SERVICES, LOGISTICAL SERVICES AND MAINTENANCE SERVICES ARE PROVIDED BY THIRD PARTY PROVIDERS WHO ARE NOT EMPLOYED BY SHISIGAS.

3.3 Shisigas may at any time, without prior notice (a) change or remove any component of the Services being provided, and/or (b) impose, remove, or change any fees or charges for use of the Services (see clause 5 for further information).

4. Use Of The Services

4.1 You hereby agree that you will not use the Services, the Application or the Website for any purpose that is unlawful or prohibited by law or use the Application or the Website in any manner other than for access to the Services.

4.2 You hereby agree to abide by all applicable laws and regulations and you are solely responsible for your own acts or omissions through the use of the Services, the Application or the Website.

4.3 You hereby agree that you will not, in your use of the Services, the Application or the Website cause nuisance, annoyance, inconvenience, or property damage, whether to a Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to

access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

4.4 Shisigas shall use its reasonable efforts to ensure the availability of the Application and the Website, however, Shisigas does not guarantee such availability. SHISIGAS SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR LOSS WHATSOEVER FOR A CUSTOMER NOT BEING ABLE TO ACCESS THE APPLICATION OR THE WEBSITE. Shisigas reserves the right to suspend access or to restrict access to the Application and the Website for any purpose including maintenance, repair or updates.

4.5 In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("**Account**"). You must be at least 18 years of age to obtain an Account. Account registration requires you to submit certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.

5. Payment

5.1 You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("**Fees**") and will be inclusive of applicable taxes where required by law. After you have received services or goods from Third Party Providers, obtained through your use of the Services, Shisigas will facilitate your payment of the applicable Fees on behalf of the Third Party Provider as the Third Party Provider's limited payment collection agent. Payment of the Fees in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Fees paid by you are final and non-refundable, unless otherwise determined by Shisigas.

5.2 You undertake to pay for all costs and Fees that were agreed to in the Customer Agreement or otherwise agreed between the parties.

5.3 All Fees are due immediately and payment will be facilitated by Shisigas, after which Shisigas will send you a receipt by email.

5.4 Shisigas reserves the right to establish, remove and/or revise Fees for any or all Services at any time in Shisigas' sole discretion.

5.5 This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. You understand and agree that any gratuities are voluntary.

6. LPG Cylinders Rejections and Refunds

6.1 In providing the Services, a Third Party Provider may reject the LPG cylinder provided by you should the condition of the LPG cylinder be deemed to be unsafe, dangerous or be from an unknown source. SHISIGAS SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR LOSS WHATSOEVER AS A RESULT OF AN LPG CYLINDER BEING REJECTED.

6.2 The provision of Services is subject to availability. In cases of unavailability, the provider will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs. SHISIGAS SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR LOSS WHATSOEVER AS A RESULT OF A LACK OF AVAILABILITY.

7. Intellectual Property

7.1 By utilising the Services, Application and Website, you hereby acknowledge and agree that the Services, Application and Website will contain confidential information and intellectual property that is the property of Shisigas.

7.2 The Services, Application and Website and all rights therein are and shall remain Shisigas' property.

7.3 You hereby agree to not modify, distribute, generate or create any derivative works or other product from the confidential information, Application software and intellectual property accessed by you unless specifically agreed to and authorised by Shisigas

7.4 Shisigas retains all copyright, database rights and intellectual property rights in terms of the Services, Application and Website created by Shisigas, unless specifically stated otherwise by written agreement between the parties.

7.5 Nothing contained in the Services, Application and Website is to be construed as granting any license or right to use any trademark or intellectual property of Shisigas.

7.6 You may not modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the Application or the Website.

8. Indemnification and Limitation of Liability

8.1 YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY SHISIGAS, ITS DIRECTORS AND EMPLOYEES AND HOLD SHISIGAS, ITS DIRECTORS AND EMPLOYEES HARMLESS FROM ANY DAMAGES, LIABILITIES, LOSSES, EXPENSES AND COSTS RELATING TO OR CONNECTED IN ANY WAY TO THE USE OF THE SERVICES, APPLICATION OR WEBSITE INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF SHISIGAS ITS DIRECTORS OR EMPLOYEES.

8.2 SHISIGAS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES, APPLICATION OR WEBSITE OR YOUR INABILITY TO ACCESS OR USE THE SERVICES APPLICATION OR WEBSITE; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER. SHISIGAS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND SHISIGAS' REASONABLE CONTROL

8.3 YOU AGREE THAT SHISIGAS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

9. Exclusion of Warranties

9.1 TO THE EXTENT PERMITTED BY LAW, SHISIGAS GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, APPLICATION OR WEBSITE PROVIDED BY SHISIGAS. ANY SERVICES, APPLICATION OR WEBSITE PROVIDED BY SHISIGAS IS BEING OFFERED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SHISIGAS WILL NOT BE LIABLE FOR THE BREACH OF ANY ALLEGED WARRANTY.

9.2 SHISIGAS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, APPLICATION OR WEBSITE OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, APPLICATION OR WEBSITE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

9.3 The Services may be made available or accessible through Third Party Providers that Shisigas does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such Third Party Provider services and content. IN NO EVENT SHALL UBER BE RESPONSIBLE OR LIABLE FOR ANY PRODUCTS OR SERVICES OF SUCH THIRD PARTY PROVIDERS.

9.4 SHISIGAS DOES NOT WARRANT OR REPRESENT THAT THE CUSTOMER'S USE OF THE SERVICES, APPLICATION OR WEBSITE WILL NOT INFRINGE ON THE RIGHTS AND SPECIFICALLY THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

9.5 NO ADVICE OR INFORMATION PROVIDED BY SHISIGAS TO A CUSTOMER SHALL CREATE A WARRANTY OR GUARANTEE UNLESS REDUCED TO WRITING AND SPECIFICALLY STATED.

10. Termination

10.1 This Agreement shall remain effective until terminated in accordance with its terms.

10.2 Shisigas may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

10.3 In the event that the Customer is in breach of these Terms and Conditions and remains in breach 7 days after receiving a notice from Shisigas to rectify the breach, Shisigas shall be entitled to: (i) cancel any arrangements, Customer Agreements and these Terms and Conditions with the Customer; (ii) demand specific performance and payment of any amounts owing to it through the provision of the Services, Application or Website; and claim damages against the Customer without prejudice to any further actions that Shisigas may have available to it in terms of law.

10.4 Upon termination of these Terms and Conditions, the Customer is to return or destroy any and all intellectual property that is owned by Shisigas. Proof of destruction is required should you choose to destroy the intellectual property.

11. Non-Waiver and Severability

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, such provision shall be amended to make such provision valid and enforceable and the remainder of these Terms and Conditions shall remain in full force and effect. No waiver of rights under these Terms and Conditions will constitute a subsequent waiver of this or any other right under these Terms and Conditions.

12. Assignability

Shisigas shall be entitled to assign, transfer or subcontract any or all of its rights, benefits or obligations under these Terms and Conditions or any Customer Agreement without prior written notice or consent of the Customer. You may not without the written consent of Shisigas, assign or dispose of any or all of your rights and obligations under these Terms and Conditions or any Customer Agreement.

13. Applicable Law

These Terms and Conditions are governed by the laws of the Republic of South Africa and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of South Africa, for any proceedings arising out of or in connection with these Terms and Conditions.

Shisigas Privacy Policy

This policy sets out Shisigas Energy Proprietary Limited's ("**Shisigas**") policy in relation to the privacy of a Customer's (as defined in the Terms and Conditions) personal information provided to Shisigas.

In order to use the Services (as defined in the Terms and Conditions), a Customer must register an Account (as defined in the Terms and Conditions).

For the purposes of Account registration and the provision of Services, Shisigas collects a Customer's name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner) ("**Personal information**").

Personal Information will be only be used by Shisigas to provide the Services to the Customer. Only Personal Information necessary to provide the Services will be provided to Third Party Providers (as defined in the Terms and Conditions). Credit card details are not provided to Third Party Providers under any circumstances.

Personal Information will not be used to send any unsolicited information, including e-mails, third-party advertisements or commercial offers, unless a Customer's prior permission is obtained.

Shisigas keeps all of Personal Information private and does not provide or sell this information to any third parties. The information obtained about Customers is stored in secure environments and is not available to the public.

Shisigas cannot be held responsible for security breaches occurring on the Customer's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the Customer may inadvertently have installed on his/her device.

Customers are responsible for all activity that occurs under their Accounts, and Customers shall be have the responsibility to maintain the security and secrecy of their Account username and password at all times.