

# Terms of Service for MafutaPass

**Last Updated:** 11/09/2025

Welcome to MafutaPass! These Terms of Service ("Terms") create a legal agreement between you ("you," "your") and MafutaPass ("we," "us," "our") that governs your use of our Services.

**By creating an account or using MafutaPass, you agree to these Terms and our Privacy Policy.**

## 1. Account Registration

You must be at least 18 years old to use MafutaPass. You agree to provide accurate, complete information when you create your account and to keep it up-to-date. You are responsible for all activity that occurs under your account and for keeping your password secure.

## 2. Service Description

MafutaPass is a platform that provides two types of service:

- **For Individual Users:** You can link your personal payment cards to earn rewards (e.g., cashback) on eligible purchases at participating merchants.
- **For Business Users:** You can create a business account to manage fuel spending for your fleet. A "Fleet Manager" can add "Authorized Users" (e.g., drivers), issue fuel cards, set spending limits, and track fleet-wide transactions.

## 3. Terms for Individual Users

- **Linking Cards:** To earn rewards, you must link a valid credit or debit card. You authorize us and our payment partners to monitor transactions on your linked card(s) to identify eligible purchases.
- **Earning Rewards:** Rewards are earned only on eligible purchases at participating merchants. We will detail how rewards are calculated in the app.
- **Redemption:** You may redeem your earned rewards as described in the app (e.g., as a bank transfer, account credit, etc.). Redemption may be subject to minimums or other conditions.
- **No Cash Value:** Rewards are not your property, are non-transferable, and have no cash value until you successfully redeem them.

## 4. Terms for Business (Fleet) Users

- **The "Subscriber":** The entity or individual who creates the business account (the "Fleet Manager") is the "Subscriber." The Subscriber is responsible for all activity, payments, and fees associated with their account.
- **Authorized Users:** The Subscriber is responsible for their "Authorized Users" (e.g., drivers). You agree to ensure your drivers comply with these Terms. You are liable for their use of the Service.

- **Data Sharing:** You acknowledge and agree that the Fleet Manager will have access to all transaction data, location data, and other information generated by their Authorized Users.
- **Fees and Payment:** You agree to pay all applicable fees for the Service, as described in our fee schedule. We will bill your business's payment method (e.g., bank account) on file. Failure to pay may result in suspension or termination of your account.
- **Credit Checks:** You authorize us to perform credit checks and business verifications as necessary to approve and maintain your account.

## 5. User Conduct

You agree not to:

- Use the Service for any illegal or fraudulent purpose.
- Provide false or misleading information.
- Attempt to "game" the rewards system or claim rewards on fraudulent transactions.
- Reverse-engineer, decompile, or otherwise try to access the source code of our app.
- Interfere with the operation of the Service.

## 6. Termination

- **By You:** You may stop using the Service and request to close your account at any time.
- **By Us:** We may suspend or terminate your account at any time, with or without cause, if we believe you have violated these Terms, engaged in fraud, or pose a security risk. If you are a Business User, you remain responsible for any fees owed upon termination.

## 7. Disclaimers

- **The Service is provided "as is" and "as available"** without any warranties, express or implied.
- We do not own, operate, or control the gas stations or merchants. We are not responsible for their service, pricing, or the quality of their products.
- We do not guarantee that you will earn any specific amount of rewards. Merchant participation and reward offers are subject to change.

## 8. Limitation of Liability

**To the fullest extent permitted by law, MafutaPass shall not be liable for any indirect, incidental, special, or consequential damages (including lost profits or data) arising from your use of the Service, even if we have been advised of the possibility of such damages.**

Our total liability to you for all claims related to the Service shall not exceed the greater of (a) the total amount of fees you paid us in the six (6) months prior to the claim, or (b) one hundred U.S. dollars (\$100).

## 9. Governing Law, Dispute Resolution, and Binding Arbitration

**a. Governing Law:** These Terms and any dispute related to them shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of law principles.

**b. Binding Arbitration:** Most disputes can be resolved without resorting to arbitration. If you have an issue, we encourage you to contact us first at **masomoneews@gmail.com**. If we cannot resolve the dispute informally, you and MafutaPass agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with these Terms by binding arbitration under the **American Arbitration Association (AAA)**.

**c. Arbitration Rules:** The arbitration will be administered by the AAA in accordance with its **Commercial Arbitration Rules** (or its **Consumer Arbitration Rules**, if applicable) then in effect. The arbitration will be held in **Wilmington, Delaware**, or at another mutually agreed location. If the claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents, through a non-appearance based telephonic hearing, or by an in-person hearing.

**d. WAIVER OF JURY TRIAL:** YOU AND MAFUTAPASS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and MafutaPass are instead electing to have claims and disputes resolved by arbitration.

**e. WAIVER OF CLASS ACTION AND CLASS ARBITRATION:** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN **INDIVIDUAL BASIS** AND NOT ON A CLASS OR COLLECTIVE BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.<sup>1</sup>

**f. 30-Day Right to Opt Out:** You have the right to opt-out of this Arbitration Agreement by sending written notice of your decision to opt-out to **masomoneews@gmail.com** within thirty (30) days from the date you first accept these Terms. Your notice must include your name, address, and the email address you used to sign up for MafutaPass. If you opt-out, all other parts of these Terms will continue to apply.

## **10. Changes to These Terms**

We may modify these Terms from time to time. If we make material changes, we will notify you in the app or by email. Your continued use of the Services after any changes constitutes your agreement to the new Terms.

## **11. Contact Information**

If you have any questions about these Terms, please contact us at:

masomoneWS@gmail.com