

# Gas Me Up – Terms & Conditions

**Last Updated: December 12th, 2025**

## 1. Contractual Relationship

These Terms of Use (“Terms”) govern your access to and use of the mobile applications, websites, content, products, and services (the “Services”) provided by **Gas Me Up**, a Pennsylvania limited liability company (“Gas Me Up,” “we,” “us,” or “our”).

**PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.**

Your access to and use of the Services constitutes your agreement to be bound by these Terms, which establish a contractual relationship between you and Gas Me Up. If you do not agree to these Terms, you may not access or use the Services.

Gas Me Up may terminate these Terms or your access to the Services at any time for any reason. Supplemental terms may apply to certain offerings—such as promotions, events, or specific fuel-delivery options—and will be provided in connection with the applicable Services. Supplemental terms override these Terms in the event of conflict.

Gas Me Up may amend these Terms from time to time. Amendments are effective upon posting the updated Terms within the Application or on our website. Your continued use of the Services constitutes consent to the updated Terms.

Our collection and use of personal information is described in the **Gas Me Up Privacy Policy**, available within the Application or website. Gas Me Up may share necessary information with insurers or claims processors in the event of a complaint, dispute, accident, fuel spill, or safety incident involving you or a delivery provider.

## 2. The Services

The Services provide a technology platform enabling users to request on-demand delivery of gasoline and related vehicle-fueling services from Gas Me Up or its independent service providers (“Delivery Providers”). Unless Gas Me Up agrees otherwise in writing, the Services are for your personal, non-commercial use.

**YOU ACKNOWLEDGE THAT GAS ME UP FACILITATES THE DELIVERY OF GASOLINE BUT DOES NOT MANUFACTURE FUEL, DOES NOT OPERATE A RETAIL GAS STATION, AND DOES NOT ASSUME RESPONSIBILITY FOR ANY HAZARDS RELATED TO FUELING UNLESS CAUSED BY OUR NEGLIGENCE. ALL FUEL-DELIVERY**

SERVICES ARE PROVIDED BY GAS ME UP OR INDEPENDENT DELIVERY PROVIDERS AUTHORIZED BY GAS ME UP.

## **License**

Subject to compliance with these Terms, Gas Me Up grants you a limited, revocable, non-exclusive, non-transferable license to (i) access and use the Application on your personal device; and (ii) access content and materials provided through the Services. All rights not expressly granted are reserved.

## **Restrictions**

You may not:

- (i) remove proprietary notices;
- (ii) reproduce or distribute the Services except as permitted;
- (iii) reverse-engineer the Application;
- (iv) frame or scrape the Services;
- (v) use bots or scripts to interfere with functionality; or
- (vi) attempt unauthorized access to systems or networks.

## **Third-Party Services**

Third-party tools, mapping providers, payment processors, mobile-operating-system providers (Apple, Google, etc.), and advertisers may interact with the Services. Gas Me Up is not responsible for third-party services or their terms.

## **Ownership**

All rights in the Services remain the exclusive property of Gas Me Up and its licensors. Nothing in these Terms grants you rights to Gas Me Up's trademarks, brand names, or intellectual property.

# **3. Your Use of the Services**

## **User Accounts**

You must create an account ("Account") to use most aspects of the Services. You must be at least 18 years old. Account creation requires accurate personal and payment information, which you agree to keep current.

You are responsible for all activity under your Account and must maintain the confidentiality of your login credentials.

## **User Requirements and Conduct**

You agree to:

- Comply with all applicable federal, state, and local laws—especially those related to hazardous materials.
- Only request fuel delivery to a legally accessible, safe, and lawful location.
- Ensure your vehicle is properly parked and unlocked for fuel-cap access, or follow any additional instructions provided by Gas Me Up.
- Not interfere with, endanger, or inconvenience any Delivery Provider.

You may be asked for proof of identity. Refusal may result in denial of Services.

## **Safety Requirements**

Because gasoline is a hazardous and flammable material, you agree to:

- Not smoke or use open flames near the delivery area.
- Maintain a safe perimeter around the fueling area.
- Follow Delivery Provider instructions at all times.
- Ensure the delivery location is not inside restricted zones or prohibited areas (e.g., parking garages, enclosed structures, or any area restricted by local fire code).

Gas Me Up may refuse service if a location is deemed unsafe.

## **Text Messaging**

By creating an Account, you consent to receiving SMS messages related to your use of the Services (delivery updates, verification codes, receipts, etc.). You may opt out, though doing so may impair functionality.

## **Promotional Codes**

Gas Me Up may issue promo codes subject to terms. Promo codes:

- (i) must be used lawfully;
- (ii) may not be duplicated, sold, or transferred;
- (iii) may be disabled at any time;
- (iv) are not redeemable for cash; and
- (v) may expire.

## User Content

Any content you submit through the Services (“User Content”) remains your property. You grant Gas Me Up a worldwide, perpetual, royalty-free license to use, modify, distribute, and display such content for operational, marketing, or support purposes.

You represent that your User Content does not infringe or violate others’ rights or any law. Gas Me Up may remove User Content at its discretion.

## Network Access

You are responsible for obtaining the necessary data connection and devices. Gas Me Up does not guarantee compatibility or uninterrupted service.

## 4. Payment

You understand that use of the Services results in charges for fuel delivery (“Charges”). After fuel is delivered, Gas Me Up charges your designated payment method and sends a receipt via email or within the Application.

Charges include:

- cost of fuel dispensed,
- delivery fee(s),
- applicable Pennsylvania taxes,
- any location-based surcharges,
- any cancellation or redelivery fees.

All Charges are **final and non-refundable** unless determined otherwise by Gas Me Up in its sole discretion.

## Pricing

Gas Me Up may adjust pricing at any time. Pricing may vary due to market fuel costs, delivery distance, time of day, or demand.

## Failed Payments

If your primary payment method fails, Gas Me Up may charge secondary methods on file.

## **Cancellation Fees**

If you cancel after a Delivery Provider has been dispatched or arrives at your location, Gas Me Up may charge a cancellation fee.

## **Damage or Safety Fees**

You are responsible for costs resulting from:

- damage to equipment caused by your actions or unsafe conditions at your location,
- hazardous situations caused by violating safety instructions.

## **5. Disclaimers; Limitation of Liability; Indemnity**

### **Disclaimer**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” GAS ME UP DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED IN THESE TERMS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

GAS ME UP DOES NOT GUARANTEE:

- uninterrupted or error-free service,
- that delivery locations will always be serviceable,
- safety or quality of third-party products used,
- specific arrival times.

YOU ASSUME ALL RISK ASSOCIATED WITH FUEL DELIVERY, INCLUDING RISKS INHERENT IN HANDLING GASOLINE, EXCEPT TO THE EXTENT CAUSED BY GAS ME UP’S NEGLIGENCE.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY PENNSYLVANIA LAW:

- GAS ME UP SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR PROPERTY DAMAGE.

- GAS ME UP IS NOT LIABLE FOR ANY DAMAGES ARISING FROM YOUR LOCATION CONDITIONS, VEHICLE CONDITION, FAILURE TO FOLLOW SAFETY INSTRUCTIONS, OR ACTIONS OF THIRD PARTIES.
- GAS ME UP'S TOTAL LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED **\$500**, UNLESS PENNSYLVANIA LAW REQUIRES A HIGHER MINIMUM.

## **Indemnity**

You agree to indemnify and hold harmless Gas Me Up, its owners, employees, and Delivery Providers from any claims, losses, damages, or expenses arising out of:

- (i) your use of the Services;
- (ii) your violation of these Terms;
- (iii) your unsafe or unlawful delivery location;
- (iv) your User Content; or
- (v) your violation of others' rights.

## **6. Governing Law; Dispute Resolution**

These Terms are governed exclusively by the laws of the **Commonwealth of Pennsylvania**, without regard to conflict-of-law rules.

Any dispute arising from or relating to these Terms or the Services shall be resolved through **binding arbitration** administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. Arbitration shall take place in **Philadelphia County, Pennsylvania**, unless both parties agree otherwise.

You and Gas Me Up agree:

- no class actions or class arbitrations;
- arbitration is final and binding;
- each party pays its own legal fees unless the arbitrator orders otherwise.

## **7. Other Provisions**

### **Notice**

Gas Me Up may provide notices via email, within the Application, or to the address associated with your Account.

## **Copyright**

Claims of copyright infringement may be submitted to our designated agent at the address above.

## **General**

You may not assign these Terms without Gas Me Up's written consent. Gas Me Up may assign these Terms in connection with a merger, asset sale, or corporate restructuring.

If any provision is found unenforceable, the remaining Terms remain valid. These Terms constitute the entire agreement between you and Gas Me Up.

"Including" means "including but not limited to."

General support: [gasmoup.help@gmail.com](mailto:gasmoup.help@gmail.com)

Business inquiries: [gasmoup.acctmgmt@gmail.com](mailto:gasmoup.acctmgmt@gmail.com)