

## USAGE TERMS & CONDITIONS

### 1. CONTRACTUAL RELATIONSHIP

Our website [www.Almaha.com.om](http://www.Almaha.com.om) (the "Website") and the NSS Fuel Subsidy Application (the "App") (together the "Platform") are operated by Al Maha Petroleum Products Marketing company SAOG, a company registered in the Sultanate of Oman under registration no. 1613707 with registered address at PO Box 57, Mina Al Fahal, Postal Code 116, including its subsidiaries and/or affiliates (hereinafter collectively referred to as "Al Maha Petroleum Products Marketing Company SAOG"). The terms "we", "us" and "our" shall hereinafter refer to Al Maha Petroleum Products Marketing Company SAOG.

These Terms of Use are applicable to all visitors, users and others who access and/or use the Website and the App (the "Users").

Using or accessing any of the services offered by Al Maha Petroleum Products Marketing Company SAOG through the App (the "Services") indicates your acceptance of these Terms of Use without the need for your handwritten signature. **Therefore, if you do not accept these Terms of Use, generally or partially, please do not continue to use or access the Services.**

Please read these Terms of Use carefully. Together with our Privacy Policy and other terms available on the App, they govern our relationship with you and shall constitute a legally binding agreement between us (the "Agreement").

By agreeing to these Terms of Use, you:

- warrant and represent to us that (i) you are at least the age of majority in the Sultanate of Oman; and (ii) you are not a person banned from entering into agreements in the Sultanate of Oman
- agree that you must not use the App for any illegal, harmful, fraudulent or unauthorized purpose nor may you, in the use of the App, violate any applicable laws, including but not limited to copyright laws;
- agree that you must not reproduce, duplicate, copy, sell, resell or exploit any portion of the App; and
- agree that you must not transmit to the Website and/or the App any worms or viruses or any code of a destructive nature.

This Agreement supersedes any prior agreements or arrangements between Al Maha Petroleum Products Marketing Company SAOG and you.

## 2. NATIONAL FUEL SUBSIDY USAGE TERMS

1. The Fuel Subsidy System operates in coordination with the National Subsidy System Committee, Fuel Marketing Companies (FMCs), Royal Oman Police (ROP) and the Ministry of Agriculture, Fisheries and Water Resources (MAFW).
2. The Fuel Subsidy Application on smartphone is required to be produced at the Fuel Station by the Subsidy user at the time of dispensing the fuel.
3. Approved Subsidy Users can log in to the NSS Application to monitor the fuel utilisation and track the status of the Fuel Subsidy Card and his/her details.
4. The Fuel Subsidy Card user is responsible for abiding by the criteria laid down by the Government of the Sultanate of Oman to avail the Fuel Subsidy.
5. The customer must update the change in Vehicle / Boat ownership as soon as it happens.
6. Ownership of the Fuel Subsidy card allotted will be with the original user only and the user must not and should not sell or transfer the Fuel Subsidy Card.
7. The Fuel Subsidy availed by the Oman Nationals is subject to strict conditions that he/she is still compliant to the related criteria laid by the Government. Subsidy Users are encouraged to voluntarily update their compliance status online through the various update functions available on the Portal.
8. In order to ensure regular and continuous compliance to the criteria, the NSS Portal / NSS Mobile application will periodically popup the compliance confirmation for the Subsidy User to accept. Failure to accept would result in automatic termination of the Subsidy.
9. If the subsidy user hasn't been logging in regularly on to the NSS Portal ([www.nss.gov.om](http://www.nss.gov.om) or Mobile application), then there will be an email / SMS / Mobile Notification sent to the subsidy user's registered contact information requesting to login and submit the Compliance Form.
10. Fuel Subsidy Users are mandated to confirm compliance once every 6 months, with a grace period of 30 days, failing which their Fuel Subsidy Card will be cancelled. The Subsidy users are responsible to inform the Government of Oman of the change in their eligibility criteria through the NSS Portal at any point in time.

## 3. GENERAL TERMS AND CONDITIONS

When using the Services, you agree to comply with all applicable laws and regulations in the country of provision of the Services.

The NSS fuel subsidy App Services are made available solely for your personal and non-commercial use and is non transferable.

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.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees apply if you access or use the Services from a wireless-

enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. Al Maha Petroleum Products Marketing Company SAOG does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

You may only access the Services only by using authorized means

You agree to allow Al Maha Petroleum Products Marketing Company SAOG to send you informational text (SMS) messages for the purpose of delivering the Services.

## **4. LIMITATION OF LIABILITIES**

We will not be liable for damages or losses arising from your use or inability to use the App or the Services, or otherwise arising under this Agreement. Please read this section carefully as it limits our obligations and liability towards you.

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 in the sultanate of Oman where the Services are provided.

Al Maha Petroleum Products Marketing Company SAOG shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of the Services, such damages.

Al Maha Petroleum Products Marketing Company SAOG shall not be liable for delay, failure in performance, or other injuries resulting from causes beyond Al Maha Petroleum Products Marketing Company SAOG's reasonable control.

## **5. INDEMNIFICATION**

You are responsible for your use of the App and the Services, and you will indemnify and hold Al Maha Petroleum Products Marketing Company SAOG and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, "Al Maha Petroleum Products Marketing Company SAOG Entities") from and against any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in any way connected with your access to, use of, or alleged use of, the Services obtained through your use of the App.

## **6. DATA PRIVACY AND SECURITY**

You hereby consent to the collection and/or processing of your personal data by Al Maha Petroleum Products Marketing Company SAOG. Al Maha Petroleum Products Marketing Company SAOG is committed to protecting the personal data that Al Maha Petroleum Products Marketing Company SAOG receives from you, or otherwise processes, in the course of or in connection with the Services according to the Privacy Policy.

## 7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by and construed in accordance with the applicable laws of the Sultanate of Oman.

## 8. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between you and Al Maha Petroleum Products Marketing Company SAOG regarding the use of the Website, the App and the Services and supersedes all previous negotiations or agreements both orally or in writing regarding the subject matter of this Agreement.

You can review the most current version of these Terms of Use at any time here.

## 9. CONTACTING AL MAHA PETROLEUM PRODUCTS MARKETING COMPANY SAOG

If you have any questions about these Terms of Use, you may contact us at : [cs@almaha.com.om](mailto:cs@almaha.com.om)

By using our Services, you acknowledge that you have read these Terms of Use, understand them and agree to be bound hereby.

Accepted