

GoGo Energy Fleet Card - Terms and Conditions

The use and operation of your Account and any and all Cards are governed by these terms and conditions. You acknowledge and agree that your use of the Card and the Account will be bound by these terms and conditions. Please read these terms and conditions carefully before you use the Card. You will be deemed to have accepted these terms and conditions if you (i) sign an Application form referring to these terms and conditions that is accepted by us or (ii) use or attempt to use the Card and/or the Account. If you do not accept these terms and conditions, you must immediately cut the Card in half and promptly return it to us and not use the Account in any way.

1. Definitions and interpretation

In these terms and conditions, the following definitions and rules of interpretation apply unless the context requires otherwise:

“**Account**” means the Account opened by us in your name;

“**Account holder**” means the person in whose name the Account is maintained;

“**Application**” means the original, and any subsequent, Application made by an applicant to open the Account;

“**Balance**” means all transactions made using a Card charged to your Account and includes all purchases, fees and other amounts that you have agreed to pay us or are liable for under these terms and conditions;

“**Business Day**” means a day (except Saturdays, Sundays and public holidays) on which commercial banks are open for business in Hong Kong;

“**Card**” means each GoGo Energy Card, replacement Card or other Card as we may determine from time to time that is issued by us or the Supplier pursuant to a fleet card agreement with us for use in relation to your Account (a Card may or may not bear the name of the Cardholder and may be with or without a signature panel);

“**Cardholder**” means you and any person authorised by you from time to time to use a Card;

“**Expenditure Balance**” means, at any time, the total of all amounts that have been charged to your Account but which have not been paid;

“**Expenditure Limit**” means the amount notified by us to you from time to time in accordance with clause 9 as being the maximum allowable Expenditure Balance of the Account;

“**Fee Schedule**” means the schedule of fees attached to these terms and conditions which form part of the terms and conditions of Account including any variation to it;

“**GoGoVan**” means the GoGoVan mobile application developed and supplied by GoGo Tech Limited, a Hong Kong limited liability company.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Late Payment Charge**” means the amount charged to you if you do not pay the Balance on the date specified in a Statement or an amount charged to your Account when demanded by us;

“**Nominated Vehicle**” means, in relation to a Card, the vehicle (if any) specified on that Card;

“**Notification Event**” means if:

(a) you cease, suspend or threaten to cease or suspend the conduct of all or a substantial part of your business or dispose of or threaten to dispose of a substantial part of your assets;

(b) an administrator is appointed over you or any of your assets or an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for you to enter into an arrangement, compromise or composition with or assignment for the benefit of your creditors or a class of them;

(c) you are an individual, you appoint a trustee pursuant to applicable bankruptcy laws or a petition for your bankruptcy is issued (except where the petition is no longer in force); or

(d) you are a company, an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for your winding up, deregistration, dissolution or administration or for the appointment of a receiver or receiver and manager over any of your assets;

“**Products**” means the petroleum products or any other products or services that may be available for sale at any service station designated by the Supplier from time to time, and which you have agreed by way of choice of options in the application form of the Card, to be purchased and charged to the Card;

“**Statement**” means a Statement issued by us pursuant to these terms and conditions;

“**Supplier**” means the Supplier of the Products;

“**we**”, “**our**” and “**us**” mean GoGo Energy Limited, a Hong Kong limited liability company with company number 2038144, and its successors and assigns; and “**you**” and “**your**” mean the Account holder. Headings are for convenience only and do not affect interpretation. The singular includes the plural and conversely. A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

2. Account opening, Card issuance and charging of amounts

Unless we agree otherwise at our discretion, in order to be eligible to apply to open an Account and any Card, you and/or the Cardholder must (a) be a registered driver member of GoGoVan and (b) agree to exclusively use GoGoVan as the only mobile, online and wireless platform through which you offer and provide transportation and logistics services in Hong Kong. If we accept your Application we will open an Account in your name. If you are a company, the Account will be opened in the name of that company. Upon opening the Account we will, at our discretion, issue the Card you applied for. Any amount payable under these terms and conditions will be charged to your Account and recorded in a Statement.

3. Permitted use of Card

A Card:

(a) may only be used by the Cardholder and only be used in respect of the Nominated Vehicle;

(b) may only be used to purchase Products within Hong Kong at the service stations designated by us or the Supplier from time to time and within any limitations or markings designated on the Card;

(c) may not be used outside the validity period shown on it (if any); and

(d) may not be used if the Card or Account has been cancelled or suspended, or the Account has been closed pursuant to these terms and conditions.

A Cardholder shall produce the Card to the attendant at the designated service station whenever the Cardholder wishes to make a purchase of Products. The attendant will return the Card to the Cardholder together with a statement of the Products purchased on that occasion should the Cardholder so requests. The Cardholder shall be deemed to accept the details on the statement as correct unless the Cardholder raises an objection before leaving the service station. In case no statement is requested, the Cardholder shall automatically be deemed to accept details of the transaction as correct. If the Nominated Vehicle number is not embossed on the Card, the Card may be used by anyone who presents it to the attendant at the designated service station, and neither us nor the Supplier has any obligation to verify the identity of the user(s).

If the Nominated Vehicle number is embossed on the Card, the Supplier will only verify the Nominated Vehicle number when the Card is presented to the attendant at the designated service station. Neither the Card nor the Account may be used for an unlawful purpose. You must not allow anyone other than a Cardholder to use the Card or the Account. A Cardholder must not use the Card if you do not honestly expect to be in a position to pay the Balance in full when due or if a Notification Event occurs. You acknowledge and agree that we have the right to refuse authorisation for any transaction without cause or prior notice and that we shall not be liable to you, a Cardholder or anyone else for loss or damage resulting from such refusal.

4. Discounts

We may, at our sole discretion, offer to you from time to time such amount of discounts and/or rebates for the purchase of Products effected by the use of the Card. We reserve the right to revise or terminate any such discounts and/or rebates at any time without notice to you.

5. Ownership and return of Card

Each Card is, and will be at all times, our property and the property of the Supplier and must not be altered or defaced. The Card is not transferable. If, for any reason, we cancel a Card or ask you to return a Card you must immediately cut the Card in half and promptly return it to us. If you no longer need a Card or a Cardholder ceases to be authorised to use a Card, you must immediately cut the Cardholder’s Card in half and promptly return it to us. If any Card is not cut in half and returned to us as required by these terms and conditions, you are liable for, and must indemnify us on demand in respect of, any subsequent use of the Card by any person.

6. Securing Card

You are responsible for keeping the Card safe and for ensuring it is used only in accordance with these terms and conditions and only for authorised transactions. You must use your best endeavours to secure the return to us of any Card that has been lost or stolen.

7. Liability for amounts in respect of Card

You are liable to pay us when due all amounts charged to your Account pursuant to these terms and conditions. Except as set out in clause 7 of these terms and conditions, we may charge to your Account the amount of any transaction entered into by any person using a Card, even if:

(a) the Card is used in a way that is not permitted under these terms and conditions;

(b) you have withdrawn the authorisation of the Cardholder to use the Card;

(c) the Card is used by a person other than the Cardholder; or

(d) the Card, or any other Card, has been cancelled.

8. Liability for lost or stolen Cards and unauthorised transactions

You must immediately notify us by phone or in writing as soon as you or any Cardholder believes that a Card has been lost or stolen or used for an unauthorised transaction or if a renewal Card has not been received when due. In order for notification by phone to constitute a valid notice under these terms and conditions, you must note and keep a record of the time, date and person you spoke to and confirm your notice to us in writing within 2 Business Days. If you have validly notified us in accordance with these terms and conditions that you believe a Card has been lost or stolen or used for an unauthorised transaction or a renewal Card has not been received, you will not have to pay for any unauthorised transaction using the Card entered into at any time after the period ending 3 Business Days after the date we first receive your notification. Notwithstanding the remainder of this clause, if you or a Cardholder are involved in, or have benefited, directly or indirectly, from the loss, theft or misuse of the Card, the unauthorised transaction or the non-receipt of the renewal Card, your obligation to pay amounts charged to the Account will not be affected or limited by this clause 7.

9. Expenditure Limit on Account

We will notify you of the Expenditure Limit at the time you open the Account. The initial Expenditure Limit will be determined based on the amount of cash deposit you provide to us when you submit your Application. We may vary the Expenditure Limit at any time by notice to you in writing. This variation will take effect at the time specified in the notice. The Expenditure Limit will also be set out on each Statement. You must ensure that the Balance at any time does not exceed the Expenditure Limit. If it does you must immediately pay to us the amount that exceeds the Expenditure Limit. We may also suspend your Account and the Card if the Balance exceeds the Expenditure Limit.

10. Non-acceptance of Card

We are not responsible if for any reason the Supplier refuses to accept a Card. We shall not be liable for any loss or damage caused to you arising from any act or omission of our appointed agents, contractors, suppliers and/or the operator of any service station designated by us or the Supplier, including without limitation any refusal to honour or accept the Card by the Supplier. Any dispute or claim that you may have with or against the operator of any service station designated by us or the Supplier, our appointed agents, contractors or suppliers shall not affect the performance by you of your obligations under these terms and conditions.

11. Responsibility for goods and services supplied

We are not responsible in any respect for any goods or services acquired by any person using a Card or otherwise. All conditions and warranties, whether expressed or implied and whether arising under any law, regulation or otherwise, as to the condition, suitability, quality, fitness or safety of any Products are expressly excluded to the extent permitted by law. You must resolve any complaint or dispute relating to goods or services (including, without limitation, relating to the Products’ supply, quality or use) acquired by any person using a Card or otherwise directly with the supplier of the goods or services. Your obligation to pay amounts charged to your Account will not be affected or limited by any such complaint or dispute.

12. Statements

We will send a Statement to you as soon as practicable after the end of each monthly billing period (as determined by us) if:

(a) any amount has been charged or credited to your Account since the date your Account was opened or the date of your previous Statement; or

(b) there is any amount outstanding on your Account.

The Statement will show the total amount payable by you to us (this is the Balance or the “Amount Due” shown on the Statement) for the billing period and when payment must be received in order to avoid the charging of a Late Payment Charge. You will be deemed to have received each Statement upon the earlier of its actual receipt by you or the time set out under the “Notices” clause in these terms and conditions. You will promptly and carefully examine your Account transaction information to ensure that all transactions have been properly and correctly recorded. You will notify us within 7 days of the date payment is due of any errors or discrepancies. If you do not notify us within that 7-day period, you accept that the Account transaction information is valid and correct and is conclusive evidence of the amount due from you to us.

13. Account settlement

The Balance shown on a Statement is due and payable to us on the date specified or described in the Statement. We may also, at any time, demand immediate payment of any charge made to the Account by sending a written demand to you. If we do this, the amount demanded becomes immediately due for payment. The entire outstanding Balance on your Account together with the amount of any outstanding purchases of Purchases effected by the use of the Card but not yet charged to the Account shall, notwithstanding any other terms of these terms and conditions, become immediately due and payable in full on the termination of the Account or the Card or if a Notification Event occurs.

You will pay amounts to us by direct debit, autopay or any other method as we may notify you from time to time.

We do not accept cash payments. Payments made after 4pm (Hong Kong time) on a Business Day or on a day that is not a Business Day will be treated as if made on the following Business Day. All payments must be made in Hong Kong dollars. If you make a payment and we (acting reasonably) cannot identify the Account to which the payment relates, we will not be responsible for the payment not being credited to your Account. We may, at our discretion, accept late or part payments or a payment described as being in full or in settlement of a dispute. Our agreement to do so does not constitute a waiver of any of our rights under these terms and conditions or at law and does not mean we agree to a variation to these terms and conditions. We accept no responsibility in respect of payments sent to us by post or payments made to other persons for transmission to us. All payments are at your risk until received by us. If we receive a cheque, draft or other payment instrument from you or from another person on your behalf which is not honoured in full for any reason, you are liable to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees. Similarly, if you have arranged to pay us through a direct debit facility of any kind with any financial institution and our debit to your Account with that financial institution is not permitted, authorised or honoured in full for any reason, you agree to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees.

14. Cash deposit

You are required to provide security from time to time by way of cash deposit to secure all or any amounts due from you, the Expenditure Limit that may be granted to you and due observance and performance by you of the obligations under these terms and conditions and the Application. The cash deposit shall be for such amount as may be required by us from time to time and in any event shall not be less than the Expenditure Limit. We will notify you of the initial amount of cash deposit required when you submit the Application. We are entitled to apply the cash deposit to settle all or any amounts due from you and to cover all losses and damages that may be suffered by us due to your failure to observe or perform any of your obligations under these terms and conditions and the Application. Provided that you have fully settled all amounts and observed and performed all your obligations under these terms and conditions and the Application, the cash deposit (or any unused portion thereof) will be returned to you, without interest, as soon as practicable after termination of use of the Card and the Account.

15. Fees and charges

Annual fee

Unless waived by us at our discretion, you must pay us an annual fee for each Card issued on your Account as stated in the Fee Schedule. The initial annual fee for the first 12-month period is due upon your Account opening (unless waived) and on each subsequent anniversary thereafter. This annual fee is payable in respect of the provision of statistical information reports which will be provided in your Statements, as well as for the use of the Card. There is no entitlement to a refund or pro rata payment of any fees if an Account is closed.

Late payment fees

Any reference in this clause to “overdue amount” includes any Late Payment Charge that has been charged to your Account and remains unpaid.

A Late Payment Charge will be charged to your Account if you do not pay the Balance shown on a Statement by the date specified or described in the Statement or if you do not pay an amount charged to your Account when demanded by us. The Late Payment Charge will comprise a late fee and an administration fee as outlined in the Fee Schedule.

Other ancillary fees

We may also charge you the fees set out in the Fee Schedule.

16. Refunds

We will credit your Account with a refund in respect of any amount charged to your Account in respect of a transaction if we receive a credit voucher or other refund verification that is acceptable to us from the Supplier.

17. Application of payments

Any amount we receive from you will be applied in whole or in part and in any order we choose to amounts charged to your Account or any other Account that you have with us that are outstanding. We may at any time by written notice to you apply any credit balance (whether or not then due) to which you are at any time beneficially entitled on any Account, or which is held to your order, in or towards satisfaction of any unpaid sum then due from you to us. We are not be obliged to exercise our rights of set-off and appropriation under this clause, which are without prejudice to and in addition to any other rights or lien to which we are at any time otherwise entitled (whether by operation of law, contract or otherwise).

18. Card cancellation and closure of Account

Notwithstanding any other provision in these terms and conditions, we may cancel any Card at any time at our discretion without providing you or the Cardholder with prior notice or any reason. We will also cancel a Card if you or the relevant Cardholder asks us to or if you or the relevant Cardholder notifies us under clause 7 of these terms and conditions. If you ask us to close your Account, or we decide to close it (see below), we may cancel all Cards immediately without further notice to you or the Cardholder. Any Card that is cancelled must not be used and you must immediately cut it in half and promptly return it to us. Subject to clause 7, cancellation of a Card does not affect or limit your obligations under these terms and conditions, including your obligation to pay amounts charged to your Account whether in respect of transactions on your Account using the cancelled Card (before or after it is cancelled) or otherwise.

Your Account will be closed when:

(a) you ask us in writing to close it or if we decide, in our discretion, to close it; and

(b) you have cut in half and returned to us all Cards which may be used to access the Account or, where not all Cards are so returned, explained to our satisfaction why the outstanding Cards cannot be returned; and

(c) all amounts outstanding on the Account have been paid in full.

Closure of the Account does not affect or limit your obligations under these terms and conditions.

19. Suspension

We can suspend the Account or a Card at any time without notice:

(a) if you are in default under these terms and conditions (including, without limitation, in default of any payment obligation); or

(b) if we suspect that a Card or the Account has been used fraudulently by you or a third party; or

(c) to prevent loss to us and/or you.

If we do this then you and each Cardholder must not use the relevant Card or the Account until such time as we advise you that the Account or the relevant Card has been reactivated or reinstated. The suspension of the Account or a Card does not otherwise affect or limit your obligations under these terms and conditions. Once your Account and/or Card is suspended, we shall have the sole and absolute discretion to suspend your account in GoGoVan for a period as determined by us from time to time.

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20. Variation

We reserve the right to add to, delete and/or to vary any of these terms and conditions (including varying a fee or charge or imposing a new fee or charge) at any time upon notice to you. Use of the Card by the Cardholder after the effective date of any change in these terms and conditions shall constitute your acceptance without reservation of such change. If you do not accept any proposed change, you or the Cardholder shall return the Card or give notice of termination of use of the Card to us prior to the effective date of such change.

21. Certificate

A certificate signed by one of our authorised officers concerning an amount charged to your Account or payable by you under these terms and conditions or concerning any other matter in connection with your Account or these terms and conditions will, in the absence of manifest error, be conclusive evidence of the amount charged or payable or of the other matter

22. Notices

Subject to these terms and conditions, any notice, demand or communication given or made under these terms and conditions must be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed e-mail or facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, (c) 3 Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

For the purpose of providing notice, our contact details are (unless we otherwise notify you):

Customer Services Manager, P.O. Box No.62475, Kwun Tong Post Office

Tel: +852 2130 7630, e-mail: info@gogoenergy.hk

For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 22) the details provided in your Application for the Account.

We may, in our discretion, decide to deliver any notices, demands, documents or communications related to these terms and conditions or any notices required by applicable law by e-mail or any other electronic means. You hereby consent to receive such notices, demands, documents and communications by such electronic delivery and agree to participate through an online or electronic system established and maintained by us or a third party designated by us.

23. Change of details

You must notify us:

(a) promptly of, and in any event no later than 7 days after, any change in your name or address;

(b) promptly of, and in any event no later than 7 days after, any change in the name of a Cardholder whose name appears on a Card; and

(c) immediately upon the occurrence of a Notification Event.

If we ask you to provide us with the name and address of any person authorised by you to use a Card you must do so immediately and, in any event, within 3 days after we ask you.

24. Disputes

If you disagree with any amount charged to the Account, please contact us as soon as possible on +852 2130 7630.

You must provide us with written confirmation of your claim and any supporting evidence upon request. Nothing in this clause 24 entitles you to withhold payment from us in respect of the amount in dispute, unless and until it has been refunded in accordance with these terms and conditions

25. Miscellaneous

The laws of Hong Kong govern these terms and conditions. You submit to the exclusive jurisdiction of Hong Kong courts in connection with matters concerning these terms and conditions. You may not assign or transfer any of your rights or obligations under these terms and conditions, the Application or in respect of your Account without our prior written consent. We may at any time in our discretion without your consent assign or transfer to any person any of our rights or obligations under these terms and conditions, the Application or in respect of your Account. Time will be of the essence in relation to your obligations under these terms and conditions and the Application. No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on us unless in writing. Our rights, powers and remedies under these terms and conditions are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument. Any provision of, or the Card of any provision of, these terms and conditions and the Application which is:

(a) prohibited in a jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; and

(b) void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction and may be severed without affecting the enforceability of the other provisions in these terms and conditions or the Application.

Fee Schedule

Please note that these fees and charges may be varied by notice to you in writing.

Annual fee

Payment method	Fee
7-day direct debit/direct credit	HK\$200 per Card/per year (unless waived)

All outstanding amounts must be settled by direct debit or direct credit unless we agree otherwise in writing at our sole discretion. Payments other than direct debit or direct credit may incur a billing administration fee of HK\$10. There is no entitlement to a refund or pro rata payment of any fees if an Account is closed.

Late payment fees

Administration fee	HK\$40
Interest	3% of the overdue amount (or any part thereof) per month

Ancillary fees

Card issue fee (per Card)	HK\$10
Dishonoured payment fee (per occasion)	HK\$10
Paper Statement fee (per monthly Statement)	HK\$10
Replacement Card issue fee (per replacement Card)	HK\$30
Standard Statement reissue fee (per Statement)	HK\$15
Non-standard Statement issue fee (per Statement)	To be quoted
Express postage Card delivery fee (per Card)	HK\$20

We may charge to your Account, in addition to any other amount payable under these terms and conditions, the amount of any government duties, taxes and charges now or in the future charged or payable in relation to or in connection with:

(a) your Account;

(b) any amount payable under these terms and conditions;

(c) any transaction entered into in relation to a Card or using a Card; or

(d) the supply of any thing (including any goods or services) under these terms and conditions or in connection with your Account, whether or not you are principally liable for the duties, taxes or charges.

We reserve the right to vary all fees and charges at any time by notice to you in writing.