

# Fuel Points Program Terms of Service

Last updated: July 8, 2024

## 1. INTRODUCTION

Fuel Labs Inc., a British Virgin Islands company (“**Fuel**”, “**Company**”, “**we**”, “**us**”, or “**our**”), provides a website-hosted user interface available at [app.fuel.network/earn-points](https://app.fuel.network/earn-points) (the “**Interface**”) for accessing and participating in the Fuel Points Program (the “**Program**”). These Terms of Service (the “**Terms**”) govern your participation in the Program.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES RELATED TO OUR SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW.

## 2. ACCEPTANCE OF TERMS

These Terms govern the rules of participation in the Program and set out the rights and obligations of all individuals or entities involved in participating in the Program (“**Participants**”, “**you**”, “**your**”). Your access to and use of the Program is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all Participants and others who visit, access or use the Program. By participating in the Program you agree to be bound by these Terms. If you disagree with any part of these Terms, then you may not participate in the Program.

We may update the Terms from time to time at our sole discretion. If we do, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. If you continue to participate in the Program after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not participate anymore. We may modify or discontinue all or any part of the Program, at any time and without notice, at our sole discretion.

## 3. PROGRAM DESCRIPTION

The Program is a dedicated platform designed for the purposeful engagement with and testing of Fuel’s purpose-built operating system for Ethereum rollups. Specifically, the Program comprises the Interface and all related websites and applications, including the pre-deposit smart contract available on the Ethereum blockchain mainnet (the “**Services**”). Subject to your acceptance and compliance with these Terms, you may access the Interface and use the Services on a non-assignable, non-transferrable basis solely for your personal use. If you access the Services

directly through the Ethereum blockchain and outside of the Interface, these Terms also apply to you.

Notwithstanding any other information provided by the Company regarding the Program (including on our websites, blog posts or through other communications like Telegram, Github, Discord, or other channels), the Company may change or modify the number of participants eligible to participate in the Program or the requirements of the Program and terminate your participation in the Program at any time.

The Program may operate in multiple phases, during which the parameters of the Program may shift. Your participation in any one phase of the Program does not imply that you will be eligible for any other phases of the Program or that subsequent phases will be offered on the same Terms.

#### A. The Program is temporary; Administrator rights

The Program is temporary and will end at a date and time to be determined by us. We may suspend or terminate the operation of the Program at any time for any reason. We may also wipe, delete or reset the Program and points accrued or launch a replacement Program at any time as we deem appropriate. We will endeavor to provide you advance notice, but we take no obligation to do so.

## 4. PARTICIPANT ELIGIBILITY

To participate in the Services, you must be at least 18 years of age (or the age of majority in your jurisdiction) if you are a natural person and have legal capacity to agree to the Terms. The Services are not offered to any “**Restricted Persons.**” Restricted Persons are (a) citizens, residents, or entities organized or incorporated in Cuba, Iran, North Korea, Syria, the Crimea, Donetsk, and Luhansk regions of Ukraine, and the United States; or (b) subject to sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Department of Treasury’s Specially Designated Nationals List and the Foreign Sanctions Evaders List), the European Union or its Member States, or other applicable government authority.

***By accessing or using the Services, you represent and warrant that you are not a Restricted Person and that you will not attempt to access the Services by use of a virtual private network (“VPN”) or The Onion Router (“TOR”), to modify your internet protocol address or otherwise circumvent or attempt to circumvent any restrictions we impose on the Interface or Services.***

In order to enforce these restrictions, we reserve the right, at any time, in our sole discretion, to block access to the Services (in whole or in part) from certain geographies, IP addresses, and unique device identifiers.

## 5. ACCESSING THE SERVICES; WALLET

Please access the Program through the Interface website. To use the Services, you will need a third-party digital asset wallet (“**Wallet**”). These Wallet services are Third-Party Services as defined in these Terms.

You acknowledge and understand that Wallets are offered to you under the terms and conditions of the applicable third-party provider of such Wallet. Unless otherwise indicated, these wallets are not associated with, maintained by, supported by or affiliated with the Company.

Furthermore, you understand and accept how Wallets function. We are not party to any transactions conducted through your Wallet, and we never have possession, custody or control over any digital assets in your Wallet. When you interact with the Services, you always retain control over your digital assets. The Company accepts no responsibility or liability to you in connection with your use of a Wallet, and makes no representations and warranties regarding how the Services will operate with any specific Wallet. ***The private keys and/or seed phrases necessary to access the assets held in a Wallet are not held by the Company and we have no ability to help you access or recover your private keys and/or seed phrases for your Wallet, so you must secure them appropriately.***

We may pass through fees for some or part of the Services we make available to you, including transaction or processing fees, blockchain gas fees or similar network fees (“**Fees**”). Fees may apply if, for example, you wrap or unwrap an unsupported asset. You can view the amount of or basis of calculation used for any Fees from your Wallet. In the event that we show you the Fees in our Interface, please note that such information only reflects our estimate of Fees, as we do not assess Fees and we cannot control their imposition or magnitude. Additionally, your Wallet provider may impose a fee on you to transact on or through the Services. We are not responsible for Fees charged by a third party, and all Fees incurred through the Services are non-refundable.

## 6. POINTS

The Program invites eligible Participants to pre-deposit one or several of qualifying assets via the Interface. A list of qualifying assets is available on the Interface.

By depositing assets and taking other actions to participate or engage with the Fuel network and ecosystem (such as providing us feedback or participating in the Fuel ecosystem), you can earn Fuel points. Points are earned daily in proportion to your contributions. Points can also be deducted; ***the withdrawal of qualifying assets during the term of the Program will result in the loss of earned points.*** You can monitor the points you have earned on a dashboard available on the Interface.

The formula for earning points is dynamic, based on several factors and criteria that are determined in our sole discretion and are subject to revision throughout the Program. For example, with asset deposits we may use a multiplier depending on when you deposit the asset and what asset is deposited. Nevertheless, Fuel has no obligation to provide any Points or apply any multiplier, even if Participants have accrued Points. We reserve the right to withhold or revoke accrued Points for violations of these Terms or for any reason at our sole discretion, without consequence.

### Points are for loyalty and rewards only

Fuel points are for tracking activities and loyalty only. ***Points are not cryptocurrency, property, or tradeable tokens, and we make no representation or guarantee that points connote any right to receive any assets or tokens in the future or have any claim against the Company.*** We also make no guarantees, representations, or warranties regarding the value, availability, fungibility, exchangeability, redeemability, or utility of Fuel points. Finally, we do not make any representation or guarantee that Participants will receive anything of value or achieve any particular outcome as a result of earning points or otherwise participating in the Fuel network or ecosystem. Simply put, points may never convert to or be used as the basis to calculate any redemption or conversion into tokens or any other future compensation whatsoever. Any attempt to sell, trade, or transfer points or tokens redeemable for or representing points is expressly prohibited and will result in the voiding of accrued points.

We actively monitor Participant activity to ensure the integrity and fairness of the points system. Should we identify any activity that we deem to be malicious or spammy, such as automated bot activity, coordinated efforts to artificially inflate engagement metrics, wash trading, or sybil attacks, we reserve the right to suspend or terminate access to the Program and discredit any accrued points. Our priority is to uphold the integrity and effectiveness of the Program, ensuring that points are distributed fairly based on genuine contributions to Fuel.

## 7. PROPRIETARY RIGHTS

The Services, including all underlying technology, intellectual property, and their “look and feel” are the exclusive property of Fuel or our licensors. The Services are protected by copyright, trademark, patents and other laws of the British Virgin Islands and foreign countries. We grant you a limited, non-exclusive, non-transferable, and revocable license to use the Services for your personal, non-commercial use, subject to the Terms herein.

## 8. INDEMNIFICATION

To the fullest extent permitted by applicable laws, you agree to indemnify, defend and hold harmless Fuel, as well as its affiliates and service providers, and each of their respective past, present and future officers, directors, members, employees, consultants, representatives and agents, and each of their respective successors and assigns (the “Indemnified Parties”) from and

against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (a) your use of the Service, the Interface or your participation in the Program, or any site or service accessible as part of the Service, the Interface or the Program; (b) your violation of these Terms or applicable law; (c) your violation of the rights of a third party; (d) your negligence or willful misconduct and (e) any disputes or issues between you and any other Participant.

## 9. DISCLAIMERS

You acknowledge and agree that the Services are in development and use is entirely at your own risk. The Services is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption or be error-free, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

You agree that these Terms and any information provided by or obtained from the service, the interface or program are for informational purposes only, are not intended to be relied upon for professional advice of any sort and are not a substitute for information from experts or professionals in the applicable area. You should not take, or refrain from taking, any action or decision based on any information contained on or received in connection with the Services. Should you make any financial, legal, or other decisions, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and

eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

## 10. LIMITATION OF LIABILITY

Notwithstanding any damages that you might incur, the entire liability of the Company and any of its affiliates under any provision of these Terms and your exclusive remedy shall be limited to the lesser of the amount actually paid by you through the Services or \$100 USD.

To the maximum extent permitted by applicable law, in no event shall the Company or its affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Services, third-party software and/or third-party hardware used with the Services, or otherwise in connection with any provision of these Terms), even if the Company or any affiliates has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these jurisdictions, each party's liability will be limited to the greatest extent permitted by law.

## 11. RISK FACTORS AND ASSUMPTION OF RISK

Blockchain is a nascent and rapidly changing technology, and digital assets native to blockchains suffer from unique risks. By using the Services, you understand and accept the following risk factors:

- a. You represent that you have sufficient technical and financial sophistication, and a strong understanding of blockchain and cryptographic tokens and technologies and other digital assets, Wallets, and blockchain-based protocols like decentralised finance applications to be able to assess and evaluate the risks and benefits of the Services contemplated hereunder, and to bear the risks thereof, including price volatility and the loss of all amounts paid, and the risk that tokens may have little or no value.
- b. There are inherent risks associated with purchasing and holding cryptocurrency, depositing funds into new networks and testnets, and using decentralized protocols. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more

- jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.
- c. There are inherent risks associated with smart contracts like those in the Services, including but not limited to vulnerabilities, coding errors, and exploits that may result in the permanent loss of your funds. Smart contracts are self-executing programs that run automatically when certain conditions are met. We disclaim all liability for any such losses incurred due to smart contract hacks or exploits, and Participants are solely responsible for conducting their own due diligence before engaging in any transactions. Since smart contracts are typically permissionless and cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects, including but not limited to significant volatility and risk of loss.
  - d. Participants must conduct their own research and to exercise caution before engaging with any protocols deployed on Fuel. Users who engage with protocols deployed on Fuel do so at their own risk and subject to the terms and conditions set forth by each respective protocol. Certain protocols and networks require that a certain amount of staked assets be locked for a certain period of time while staking, and withdrawal of deposited or staked assets may be delayed. We do not guarantee the security or functionality of any third-party protocol, software or technology intended to be compatible with Fuel.
  - e. Depositing funds or bridging assets may constitute a taxable event in your jurisdiction. You are solely responsible for determining what, if any, taxes apply to your transactions in connection with the Program.
  - f. Fuel does not and cannot control how third-party exchange platforms quote or value cryptocurrencies and other digital assets and we expressly deny and disclaim any liability to you and deny any obligations to indemnify or hold you harmless for any losses you may incur as a result of fluctuations in the value of deposited cryptocurrencies or other digital assets.
  - g. The regulatory regime governing blockchain, cryptocurrencies and other digital assets is highly uncertain, and new regulations or policies may materially adversely affect the potential utility or value of such cryptocurrencies and digital assets.

## 12. FEEDBACK AND SUGGESTIONS

Fuel welcomes feedback, comments, and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by reaching out to us through our contact methods available on the Services. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of Fuel. By submitting Feedback, you irrevocably assign to Fuel any



right, title, and interest you have in such Feedback and agree that Fuel may freely utilize such Feedback without compensation to you.

### 13. THIRD-PARTY SERVICES

Our Service may contain links to third-party websites, protocols, or services that are not owned or controlled by Fuel (“**Third-Party Services**”). For instance, any protocols deployed on Fuel are not part of the Services and are independent from the Company; they are not owned, operated or controlled by us in any way and we assume no responsibility for them. We do not endorse or recommend any specific Third-Party Services. All information provided here is for informational purposes only and should not be construed as a solicitation or as investment advice regarding these Third-Party Services. You acknowledge and agree that Fuel shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products, or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit or access.

### 14. GENERAL PROVISIONS

This agreement constitutes the entire agreement between you and Fuel regarding its subject matter. Should any provision of these Terms be held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions.

You agree and consent to receive disclosures and communications from us regarding our services electronically, through the Services or through hyperlinks. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### 15. GOVERNING LAW, DISPUTE RESOLUTION, AND ARBITRATION

These Terms and your participation in the Program are governed by the laws of the British Virgin Islands (“**BVI**”), without regard to its conflict of law principles. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by binding individual arbitration in accordance with the BVI International Arbitration Centre Arbitration Rules. The number of arbitrators shall be one; the place of arbitration shall be Road Town, Tortola, BVI unless the Parties agree otherwise. The language to be used in the arbitral proceedings shall be English.

You agree to waive your right to participate in a class-action lawsuit or class-wide arbitration.



## Opt-Out

You have the right to opt-out and not be bound by the mandatory arbitration or class action waiver provisions above. To opt out, please send written notice of your decision to opt-out at [legal@fuel.sh](mailto:legal@fuel.sh). The notice must be sent to us within thirty (10) days of your first use of the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provision, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provision. If you opt-out of these arbitration provisions, then we also will not be bound by them.

## 16. PROHIBITED ACTIVITIES

You agree not to misuse the Services in any way that contravenes these Terms or any applicable law. The following activities are prohibited:

- a. download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- b. duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same – with the exception of open-source or source-available code published by us;
- c. use, infringe or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services – except if done with our express permission;
- d. use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- e. exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- f. access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- g. attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems, wallets, accounts, protocols or networks connected to the Services;
- h. circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;
- i. use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to

- monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same without our permission;
- j. introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
  - k. submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical or disruptive purposes, or otherwise use the Services in such a manner;
  - l. engage in wash trading, sybil attacks, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities while using the Services;
  - m. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - n. further or promote any criminal activity or enterprise or provide instructional information about illegal activities
  - o. violate any applicable law or regulation in connection with your access to or use of the Services; or
  - p. access or use the Services in any way not expressly permitted by these Terms.

If you breach any of the provisions of these Terms or to comply with law, all licenses granted by the Company will terminate automatically and the Company may, in its sole discretion, suspend or terminate your access to or use of any of the Services, with or without notice. Termination will not limit any of the Company's other rights or remedies at law or in equity.