



Fuel Bridge User Agreement

Last updated: October 16, 2024

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THIS AGREEMENT, 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.

1. The Fuel Bridge Service

This agreement grants you the right to access and use the canonical “**Fuel Bridge**”, which is a combination of on-chain smart contracts, on-chain interfaces, backend software services, and optional user interface available at <https://app.fuel.network/bridge>. The Fuel Bridge can be used to send messages between the Fuel Network (a Layer-2 blockchain) and the Ethereum blockchain, which can be used with fungible tokens or to write data across blockchain networks (all of which are “**Message(s)**”).

This service is novel. It is intended to be used by people who understand what it is for and how to use it, and you should carefully read this agreement before making use of the **Fuel Bridge**.

2. Key Terms

Defined Term	Definition
Operator	The Fuel Bridge is operated by Fuel Labs Inc., a British Virgin Islands corporation.
Compatible Wallets	Any Fuel native, Ethereum, or Solana wallet. Multi-sig and smart contract wallets are <i>not</i> currently supported.
Supported Assets	ETH and whitelisted ERC-20 tokens only, listed here . Rebasing tokens are <i>not</i> supported.

Rate Limit	A maximum amount of aggregate Messages allowed on the Fuel Bridge, and a maximum amount per asset bridged
Governing Law	British Virgin Islands
Dispute Forum	BVI International Arbitration Centre
Liability Limit Per Message	\$50 U.S. Dollars (USD)
Programmatic Access	Enabled
Toll Rates	\$0 per Message , unless otherwise stated at app.fuel.network/bridge
Legal Notice Email	legal@fuel.sh
Permitted Assignees	This agreement may be assigned by Operator in part or in whole to affiliates or other external parties designated by Operator

All of the above defined terms have the ascribed definition unless stated otherwise within the interface of the Fuel Bridge.

3. Eligibility To Use Bridge

There are three requirements to be eligible to use the Fuel Bridge:

1. *Place*: the Fuel Bridge may only be used in places where it is legal to do so; and,
2. *Knowledge*: you must be someone who has a good technical understanding of blockchain technology, and the specifics of the non-Fuel Network that you intend to interconnect with; and,
3. *Age*: you must be of the age of majority in either the Dispute Forum or in the place where you access the Fuel Bridge.

4. Message Ownership

You are the owner of, and solely responsible for, the Messages that you send or receive through the Fuel Bridge. You must at all times create and broadcast Messages that comply with applicable law.

5. License To Use Software

This agreement is a license to use the Fuel Bridge, including all of its copyrighted code, images, documentation, interfaces, smart contracts, etc. that make up the system, so long as this agreement is in effect. The system may be used without any fee or royalty (other than Toll Rates, if applicable). You may not sublicense or assign any of the licensed rights in this agreement.

6. Responsible Use Guidelines

The Fuel Bridge enables you to fund Compatible Wallets with Supported Assets that reside on Ethereum and use them on the Fuel Network. The terms we use in this agreement or in user interfaces, including “deposit” and “withdraw,” refer to various operations involving the Fuel Bridge. The deposit and withdraw functions utilize a cross-chain Message passing system whereby an associated token is minted or burned on the Fuel Network, respectively. The Fuel Bridge smart contract mints tokens on the Fuel Network when receiving a deposit Message from the Layer-1 blockchain (“L1”), and burns tokens on the Fuel Network when receiving a withdrawal Message to release L1 tokens to their rightful owner.

The Fuel Network is an “optimistic rollup,” which means it is a blockchain that posts its blocks to the Ethereum L1, and inherits the consensus mechanism and data availability of that L1. Depositing tokens onto the Fuel Bridge is not instantaneous and can take up to 30 minutes or longer, due to the time it takes for rollup blocks to be confirmed on the L1. ERC-20 tokens may require an additional relay operation after depositing, which would require you to already have ETH on the Fuel Network. Withdrawing takes longer, up to 7 days, which is the finalization window for optimistic rollups. In each case, the Fuel Bridge is non-custodial and your tokens never actually leave Ethereum.

The Fuel Bridge is powerful software that can, if misused, result in losing access to your valuable blockchain assets. We recommend that you use the canonical Fuel Bridge rather than unsupported, unofficial versions, so that you can be sure that your intended Messages function correctly. Similarly, we recommend that you conduct test transactions on the mainnet version so that you can be confident that your intended Message functions correctly. If you ignore the foregoing guidelines, you do so at your own risk.

7. Release and Assumption of Risks

By using the Fuel Bridge, you represent that you understand there are risks inherent in using cross-chain messaging and bridges. You expressly agree that you assume all risks in connection with your access and use of Fuel Bridge, the Fuel Network, and other services offered by Operator. That means, among other things, you understand and acknowledge that:

- Cross-blockchain bridging technology has historically been, and may in the future be, the subject of numerous cyberattacks and exploits, including without limitation, hacks that exploit a vulnerability in the associated software, hardware, systems or other equipment or social engineering to gain control of the any bridge components, wallets, smart contracts or other related systems. We assume no responsibility for any value that might be lost as a result of the functioning of the Fuel Bridge.
- The Fuel Bridge may experience operational issues that lead to delays. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold Operator accountable for any related losses. You accept all consequences of sending bridged assets. Bridged transactions are not reversible. Once you send bridged assets to an address, you accept the risk that you may lose access to, and any claim on, those bridged assets indefinitely or permanently.
- We do not take possession, custody, or control over your assets in the Fuel Bridge. We make no representations or warranties with respect to the Fuel Bridge and if you use it, you do so at your own risk. Furthermore, the use of a non-canonical user interface is not supported and you do so at additional peril.
- We cannot guarantee that the value of bridged assets will retain parity with the base chain asset. Due to a variety of factors outside of our control, the value of bridged assets on third-party platforms such as cryptocurrency exchange platforms could fluctuate. We are not responsible for any losses or other issues that may result from fluctuations in the value of bridged assets.
- The Fuel Bridge does not support rebase tokens, tokens that periodically or dynamically adjust their supply. The Fuel Bridge does not recalculate the supply so if you attempt to bridge them, there a shortfall may develop, similar to an insolvency. Therefore, rebase or dynamic supply token systems could potentially have loss of value.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION OF THE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE FUEL BRIDGE, ALL OF WHICH WILL BE AT YOUR OWN RISK.

You should carefully also review the general risks listed at **Exhibit A** because there are inherent risks to using services like the Fuel Bridge and there are also specific risks related to this particular service. There may be risks that are not listed too, and the list of risks may change over time so it shall be your responsibility to regularly check for updates at **Exhibit A**. Operator disclaims all liability and responsibility for the listed risks, and you agree to take on these risks, at your own peril, as part of using the Fuel Bridge.

8. Bridge Controls

a. Pause function

The Fuel Bridge has a pause function, which is a safety mechanism that can be used to temporarily stop certain operations from being executed. The pause function is only intended to be used to stop an active exploit or to stem loss of funds in the event of a security incident or unexpected event.

Use of the pause function is governed by a Security Council. The Security Council is currently composed of a set of keyholders who administer certain aspects of the network through a multisignature wallet that requires a subset of the Council to sign a message in order to implement certain actions. A majority of the keyholders are external to and independent of Operator. The Security Council is designed to mitigate risks and preserve the security of the Fuel Bridge, but it cannot guarantee that. You acknowledge and agree that the Security Council does not owe users of the Fuel Bridge a fiduciary duty or any other specialized duty of care and has no other relationship, contractual or otherwise, with you.

b. Rate Limit

The Fuel Bridge may temporarily impose a volume limitation of tokens withdrawn from the Fuel Bridge as a safety measure, known as a **Rate Limit**, which ensures that during a given time interval, only a certain maximum amount of tokens can be withdrawn. All users of the Fuel Bridge will be subject to the Rate Limit, which may impact the time it takes you to bridge in or out of the Fuel Network, or may block you from using the Fuel Bridge altogether. The Rate Limit may or may not be disclosed on

the user interface and may be modified without notice. You acknowledge the risk that the Rate Limit may not be technically effective, or may even be compromised.

9. Programmatic Access

If Programmatic Access is enabled then you may access the Fuel Bridge using public APIs or public blockchain-based programs (smart contracts), in addition to access through the UI or private APIs. If you choose to access the service in this way then you must be mindful of amendments to these terms, which may be posted solely online and not embedded into the technical output of the Fuel Bridge. Similarly, these terms apply even if you access the service solely through programmatic means.

10. Network Tolls and Decimal Precision

The Toll Rates may be charged by Operator by automatic deduction from the quantity of assets that are interconnected across the Fuel Bridge. Operator may update the Toll Rates at any time.

a. Loss of decimal precision

The Fuel Network uses decimal precision of only 9 decimals, which means that there is a loss of precision when bridging L1 amounts. This loss of precision is nullified by truncating deposits that are smaller than this quantity on the L1. So for example, when depositing ETH (which has 18 decimals of precision), a deposit of 1.0000000010 ETH would result only in 1 ETH being bridged.

11. Compliance With Court Orders And Applicable Law

Operator is a corporation that is subject to court-ordered requirements and the laws of its own jurisdiction, and it may be required to apply such laws in a way that is contrary to your expectations as a user of the technical system that makes up the Fuel Bridge. For example, Operator complies with sanctions law requirements under the Governing Law.

The Bridge must not be used for any unlawful purpose. Operator may also choose to comply with legal requests that are not binding, such as police requests to “freeze” blockchain-based assets that are known or believed to be the proceeds of, or related to, crime. Similarly, sanctions laws, whether under the authority of the United Nations or otherwise, shall be applicable to all Messages and Operator may choose to apply the sanctions laws (or similar laws) of any place worldwide with respect to any Message.

12. Corrective Action Due To Misuse

Operator may take action to correct misuse of the Fuel Bridge, which shall include but not be limited to: exploits, defects, or problems that enable you (or someone else) to obtain more valuable assets than you started with through one or more blockchain-based transactions (or other computer-based action) that relate to the Fuel Bridge. Operator may choose to do the foregoing even where it does not believe a crime has taken place, but it reasonably believes that taking such corrective action will restore the Fuel Bridge to its intended and correct functioning state. Corrective action might affect the entire state of the system or a particular user (i.e. a sender of Messages).

13. Prohibited Geographies

Operator may choose to make the Fuel Bridge unavailable in certain places by “geoblocking” or similar methods. You shall have no remedy if the Fuel Bridge becomes unavailable in your location, which may happen at any time, in Operator’s sole discretion.

14. No Warranty

The Fuel Bridge is made available to you on an “as-is” basis, without any warranty of any kind, to the maximum extent permitted by applicable law. Without limiting the generality of the foregoing, Operator explicitly does not warrant that the Fuel Bridge will operate without errors or without interruption.

15. Limitation Of Liability

Operator’s liability to you, with respect to any Message(s) shall be limited to the Liability Limit Per Message. Operator’s maximum (and aggregate) limit on liability, under any theory of law (including contractual, tort, negligence, statutory, etc.), shall be ten times the Liability Limit Per Message.

16. Amendment And Notice Of Amendment

This agreement may be amended by Operator by posting a notice in a conspicuous place (i.e. any website where any portion of the Fuel Bridge is made available, documented, or described) and any such notice of amendment shall become an effective amendment of this agreement within 10 business days of becoming posted. Your sole remedy, if you disagree with the proposed amendment contained in the notice, shall be to discontinue using the Fuel Bridge.

17. Assignment

You may not assign this agreement. Operator may assign this agreement to any Permitted Assignees.

18. Entire Agreement; Severability; Term and Termination

This is the entire agreement between the parties and supersedes any other understandings, contracts, or representations that may have been made outside of the terms of this agreement. You acknowledge that you have not relied on any representations (that are not a part of this agreement) in order to make your decision to enter into this agreement.

If any provision of this agreement is invalid or unenforceable then it shall be severed from this agreement and the remainder of this agreement shall continue in effect between the parties.

This agreement shall be effective until terminated, which may be done by either party, at any time. If you choose to terminate this agreement then you must immediately stop using the Fuel Bridge. If we terminate this agreement then we shall have no liability to you with respect to the termination.

19. Governing Law

The Governing Law shall apply to your use of the Fuel Bridge and the interpretation of this agreement.

20. Forum For Disputes

The forum for all disputes shall be the Dispute Forum, and you agree not to initiate legal proceedings in any other jurisdiction. You shall indemnify Operator against any costs that it incurs pursuing a stay of proceedings in any other jurisdiction that is due to your contravention of the foregoing, and Operator shall be permitted to seek its legal costs, to the full extent permitted by law.

21. Legal Notices

You may send a legal notice to the Operator by sending an email to the Legal Notice Email.

Exhibit A: General Risk Statement

There are general blockchain risks that you should know about:

1. If you lose your private key(s) then you may lose access to valuable digital assets, and you should always take care to guard and backup these keys.
2. Transactions on public blockchains are generally final and irrevocable. Although in limited circumstances it might be possible to effectively “reverse” a transaction, this is unlikely to happen and generally requests to do so will be denied unless there are special circumstances (which are listed in the applicable legal terms).
3. Complex systems that interact with blockchains, like this one, may not always function correctly and are especially susceptible to hacks, failures, or unforeseeable problems. Some of this complexity cannot be mitigated, and it may affect you. You should be careful not to risk life-changing amounts of digital assets with this system or any other similar system.
4. This is a cutting edge service that is frequently updated, which might result in bugs or errors that might affect you on a temporary or permanent basis.
5. Blockchain interconnection is still in its infancy and there are many subtle technical details that might affect users, particularly users undertaking unusual types of transactions that may be outside of the test cases used by the development team.
6. Some blockchain assets derive their value or functionality from the specific network that they are on (e.g. some NFTs), and this may be impaired by interconnecting to a different blockchain network (e.g. Fuel Network).
7. This system might be discontinued (or a portion of it), which could pose problems for you as a user.
8. Legislative and regulatory changes or actions may adversely affect the Fuel Network, the Fuel Bridge, or other Fuel protocols and applications.
9. Geoblocking might be expanded to a place that you are in, which could cause you to lose access to the service.
10. Certain types of digital assets may not function properly or at all, and support may vary over time as changes are made to the service.