

Terms of Service

Effective date: (March 2024)

These Terms of Service (“Terms”) represent a contractual relationship (“Agreement”) between the customer (“User,” “You”) and Fuel2U-KC, (“Fuel2U-KC,” “we,” or “us”) a Kansas Limited Liability Company.

User Acceptance

By using our website, mobile application, and/or service, You are agreeing to the Terms set forth in this Agreement and to the collection of all the data and information listed in Fuel2U-KC’s Privacy Policy. Please read this Agreement thoroughly before using Fuel2U-KC’s services. If You do not agree to any or all Terms stated in this Agreement, please do not use Fuel2U-KC’s services.

Contractual Appointments

By agreeing to the Terms listed in this Agreement, You are agreeing that Fuel2U-KC has the ability to update, change, add to, or remove any Terms throughout this Agreement as it pertains to allowing Fuel2U-KC to perform daily operations.

Changes may occur when new features, locations, and other additions are made to the app or service, and the Terms have to be modified to reflect those changes. We will notify You when changes to the Terms have been made, and we encourage You to read those changes carefully to ensure Your consent.

By agreeing to the Terms listed in this Agreement, You are accepting Fuel2U-KC as a private contractor who delivers fuel to Your vehicle at a calibration rate of 00.0 gallons.

By continuing to use Fuel2U-KC’s service, You are agreeing to the changes made in this Agreement. If You disagree with any of the changes made, please reach out to Fuel2U-KC, or discontinue Your use of the service.

Privacy Policy

For more information regarding how we use, collect, and store data and other information, please review our Privacy Policy.

Creating an Account

By creating an account on either our app or website, You are agreeing to take on all risks associated with password security and protection. It is up to You to ensure and monitor the authorization of other individuals into Your account; and, therefore, You must assume all risk and liability associated with the security of Your individual account details.

However, if You do suspect that fraudulent activity has occurred, please notify Fuel2U-KC as soon as possible, so we can help resolve the issue in a timely manner.

Third-Party Services

Through our app or website, we may allow You access to Third Party services, such as creating an account using “social sign-on,” which allows You to use other third-party accounts to sign-up for Fuel2U-KC’s services. By choosing to do so, You are agreeing to abide by those Third Party Services’ Privacy Policies and Terms of service while their services are in use.

Fuel2U-KC holds no liability or responsibility for the use of these Third Party services, and we encourage You to thoroughly review those services’ terms and policies as well.

Fuel2U-KC’s Ownership of Materials

Fuel2U-KC is the sole owner of all materials associated with our brand including, but not limited to: the logo and all designs, text, graphics, pictures, website, database, algorithms, analytics, information and other content (excluding outside content we have gathered with consent of the Users). This property is owned by us and is protected by U.S. and international copyright laws.

Your rights do not include: (i) modifying or otherwise making any derivative uses of the service or any portion thereof; (ii) using any data mining, robots or similar data gathering or extraction methods; (iii) downloading (other than page caching) of any portion of the service or any information contained therein; (iv) reverse engineering or accessing the service in order to build a competitive product or service; or (v) using the service other than for its intended purposes. If You do any of these actions, we may terminate Your use of the service and reserve the right to pursue legal action.

Third Party Content and Use of Hyperlinks

Users may be allowed to create a hyperlink to the service. But, You may not use frame or utilize framing techniques to enclose any of our trademarks, logos or other proprietary information without our express written consent. Fuel2U-KC makes no claim or representation regarding and accepts no responsibility for third party websites accessible by hyperlink from the service or websites linking to the service. When You leave the service, You should be aware that these Terms and our Policies no longer govern. If there is any content on the service from You and others, we don't review, verify or authenticate it, and it may include inaccuracies or false information. We make no representations, warranties, or guarantees relating to the quality, suitability, truth, accuracy or completeness of any content contained in the service. You acknowledge sole responsibility for and assume all risk arising from Your use of or reliance on any content.

Warranties & Disclaimers

The service and any other service and content included on or otherwise made available to You through the service are provided to You on an as is or as available basis without any representations or warranties of any kind. We disclaim any and all warranties and representations (express or implied, oral or written) with respect to the service and content included on or otherwise made available to You through the service whether alleged to arise by operation of law, by reason of custom or usage in the trade, by course of dealing or otherwise.

Liabilities

In no event will Fuel2U-KC be liable to You or any third party for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind arising out of or in connection with the service or any other service and/or content included on or otherwise made available to You through the service, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if we have been advised of the possibility of such damages or are aware of the possibility of such damages. Our total liability for all causes of action and under all theories of liability will be limited to the amount You paid to Fuel2U-KC. This section will be given full effect even if any remedy specified in this agreement is deemed to have failed of its essential purpose.

You agree to defend, indemnify and hold us harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees, costs, penalties, interest and disbursements) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party relating to Your use of the service or the use of the service by any person

using Your account, including any claim that Your use of the service violates any applicable law or regulation, or the rights of any third party, and/or Your violation of these Terms.

Governing Law

The validity of these Terms and the rights, obligations, and relations of the parties under these Terms will be construed and determined under and in accordance with the laws of the state of Kansas, without regard to conflicts of law principles.

Dispute Resolution

Please read the following paragraph carefully because it requires you to arbitrate disputes with Fuel2U-KC and limits the manner in which You can seek relief from us.

You and Fuel2U-KC agree to arbitrate any dispute arising from these Terms or Your use of the service, except that You and Fuel2U-KC are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. You and Fuel2U-KC agree (a) that any arbitration will occur in Overland Park, KS; (b) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (c) that the state or federal courts of Overland Park, KS have exclusive jurisdiction over any appeals of an arbitration award and over any suit, if any, between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Whether the dispute is heard in arbitration or in court, you and Fuel2U-KC will not commence against the other a class action, class arbitration or representative action or proceeding.

Jurisdiction Details

A lawsuit, if any, by You or Fuel2U-KC against the other will occur in state or federal court in Overland Park, KS. You and Fuel2U-KC agree that the jurisdiction and venue of these courts is exclusive. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the state of Kansas located in Overland Park, KS, USA in connection with any such dispute including any claim involving service.

Cause for Service Termination

If You breach any of these Terms, we have the right to suspend or disable Your access to or use of the service.

Conclusion

These Terms constitute the entire agreement between You and Fuel2U-KC regarding the use of the service, superseding any prior agreements between You and Fuel2U-KC relating to Your use of the service.