



**Effective Date: March 1, 2025**

## **Terms of Service**

These Terms of Service ("Terms") establish a contractual agreement ("Agreement") between the customer ("User," "You") and Coastal Fuel Solutions ("Coastal Fuel Solutions," "we," or "us").

### **Customer/User Acceptance**

By accessing our website or using our services, You agree to these Terms and acknowledge our collection and use of data as outlined in Coastal Fuel Solutions' Privacy Policy. Please review this Agreement carefully before utilizing our services.

### **Contractual Agreements**

By agreeing to these Terms, You acknowledge Coastal Fuel Solutions' right to modify, update, add to, or remove any provisions necessary for its operations. Any changes will be communicated to You.

By using our services, You accept Coastal Fuel Solutions as a private contractor providing marine fuel delivery to Your vessel at an agreed-upon location.

Continued use of our services signifies Your acceptance of any updates to these Terms. If You disagree with any changes, You should notify us or discontinue use of our services.

### **Privacy Policy**

For details on how we collect, store, and use data, please review our Privacy Policy.

### **Account Creation**

By creating an account or booking services on our website, You accept responsibility for maintaining the security of Your account credentials. You are accountable for any unauthorized access to Your account. If You suspect fraudulent activity, notify us immediately for assistance.

## **Third Party Services**

Our website may provide access to third-party services, such as social sign-on options for account creation. By using these services, You agree to their respective Terms and Privacy Policies. Coastal Fuel Solutions is not liable for any third-party service use and encourages You to review their terms.

## **Ownership of Intellectual Property**

Coastal Fuel Solutions retains sole ownership of all brand-related materials, including but not limited to logos, designs, text, graphics, images, databases, algorithms, analytics, and proprietary content. These assets are protected under U.S. and international copyright laws.

Prohibited actions include:

- Modifying or creating derivative works from our services.
- Using automated tools to extract data.
- Downloading content beyond standard page caching.
- Reverse engineering or attempting to replicate our service.
- Using our services in ways not intended by Coastal Fuel Solutions.

Violations may result in service termination and potential legal action.

## **Third-Party Content & Hyperlinks**

Users may create hyperlinks to our service but may not frame or enclose any proprietary Coastal Fuel Solutions content without written consent. We are not responsible for third-party websites linked to or from our service. Third-party content is not verified, and we do not guarantee its accuracy.

## **Warranties & Disclaimers**

Our services are provided "as is" and "as available" without warranties, express or implied. We disclaim all liability for the accuracy, reliability, or completeness of the content provided.

## **Liabilities**

Coastal Fuel Solutions is not liable for any special, indirect, incidental, punitive, or consequential damages arising from service use. Our total liability is limited to the amount You paid for our services.

You agree to indemnify and hold us harmless from any costs, damages, or legal expenses arising from third-party claims related to Your use of our services.

## **Governing Law**

These Terms are governed by the laws of the State of South Carolina, without regard to conflict of law principles.

## **Dispute Resolution**

Disputes arising from these Terms shall be resolved through arbitration in Charleston, SC, under JAMS rules. Exceptions apply to claims related to intellectual property rights. Neither party may initiate a class action or class arbitration.

## **Jurisdiction**

Legal proceedings between You and Coastal Fuel Solutions shall be held in state or federal courts located in Charleston, SC, with exclusive jurisdiction and venue in these courts.

## **Service Termination**

Coastal Fuel Solutions reserves the right to suspend or terminate Your access to our services if You breach these Terms.

## **Conclusion**

These Terms constitute the entire agreement between You and Coastal Fuel Solutions, superseding any prior agreements regarding service use.