Electronic Communications Consent Policy

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Table of Contents

1. Your Relationship with Fuelco Energy LLC
2. Our Privacy Policy and Other Policies
3. Acceptance of Terms
4. Your Use of Our Site and Services
5. Electronic Communications Consent
6. Revisions and Updates
7. Exclusions from Representations and Warranties
8. Limitation of Liability
9. Miscellaneous
10. Contact Information

1. Your Relationship with Fuelco Energy LLC

Welcome to the website ("Our Site") of Fuelco Energy LLC (hereinafter referred to as "Fuelco Energy," "we," "us," or "the Company"), headquartered in Houston, Texas. Our Site was created to provide information about Fuelco Energy's finished fuel, refined product, and transportation services to individuals and businesses who visit Our Site ("you" and "your").

Fuelco Energy LLC is a finished fuel and refined product wholesale and retail marketer and transportation provider for the oil and gas service industry. We procure our products from a network of North American refiners and supply high quality finished fuels and refined products for oilfield operations throughout North America.

2. Our Privacy Policy and Other Policies

Before you use our Services, we strongly recommend that you read our Privacy Policy and all other applicable Policies, which can be accessed through our Site, in order to inform you of your legal rights and our legal responsibilities to you that govern your relationship with Fuelco Energy. It is also

recommended that you ask us any questions you might have with respect to any matter set forth in any Policy found elsewhere on our Site, and to seek your independent legal counsel with respect to any of the above Policies.

3. Acceptance of Terms

In order to use our Services or submit inquiries through our Site, you must be at least 18 years of age, of sound mind, and otherwise able to enter into a legally binding contract under the laws of the state in which you reside and of the United States of America.

By submitting a quote request, completing a contact form, subscribing to our newsletter, or otherwise engaging with our Site and Services, you acknowledge that you have read, understood, and agreed to this Electronic Communications Consent Policy.

4. Your Use of Our Site and Services

We may be required by Company Policy as well as by applicable federal, state, and local laws to obtain certain information and documentation ("Personal Information") from you in order to evaluate your service request, process your quote, or fulfill your order. Please consult our Privacy Policy for a more detailed discussion of our legal responsibilities and your legal rights with respect to our use and disclosure of your Personal Information.

5. Electronic Communications Consent

By providing your contact information through Our Site — including your name, phone number, and email address — you expressly consent to receive electronic communications from Fuelco Energy LLC and its authorized representatives. These communications may include:

- Service quotes and pricing information
- Order confirmations and delivery updates
- Operational and safety notifications related to fuel and product delivery
- Newsletter and industry updates (if subscribed)
- Marketing and promotional communications about our products and services
- Responses to your inquiries and support requests

Consent to Text Messages (SMS/MMS): By providing your mobile phone number, you consent to receive text messages (SMS/MMS) from Fuelco Energy LLC. Message and data rates may apply. Message frequency varies. You may opt out of text messages at any time by replying STOP to any message we send you. For help, reply HELP or contact us at privacy@fuelcoenergy.com.

Consent to Emails: By providing your email address, you consent to receive commercial email messages from Fuelco Energy LLC. You may unsubscribe from marketing emails at any time by clicking the "Unsubscribe" link in any email we send, or by contacting us at privacy@fuelcoenergy.com.

Consent is Not a Condition of Purchase: Your consent to receive marketing communications is not a condition of purchasing any product or service from Fuelco Energy LLC. You may opt out at any time without affecting your ability to receive our products and services.

6. Revisions and Updates

Fuelco Energy LLC periodically revises and updates our Policies, Services, and Site as necessary to maintain compliance with all applicable legal and contractual obligations and to offer a better experience for users of our Site and Services. By your use of our Site, you agree to be responsible for reviewing any revisions and updates that we periodically make as part of our business operations. The most current version of this Policy will always be available on our Site.

7. Exclusions from Representations and Warranties

UNLESS AND TO THE EXTENT EXPRESSLY REQUIRED IN ANY CONTRACT BETWEEN YOU AND THE COMPANY OR BY APPLICABLE LAW, WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO OUR SERVICES. FURTHER, YOU HEREBY ACKNOWLEDGE AND AGREE, AS A CONDITION TO YOUR USE OF OUR SITE AND OUR SERVICES, THAT: (A) YOU ACCEPT THESE EXCLUSIONS FROM REPRESENTATIONS AND WARRANTIES; (B) YOUR RIGHTS AND REMEDIES ARE EXPRESSLY LIMITED TO THOSE THAT ARISE UNDER ANY CONTRACT WITH US OR AS OTHERWISE PROVIDED BY LAW, SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 8 BELOW; (C) ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OF THE PRODUCTS OR SERVICES PROVIDED, ARE EXPRESSLY DISCLAIMED; AND (D) YOU AGREE TO SOLELY BEAR ANY AND ALL RISKS, LIABILITY, AND EXPENSES ASSOCIATED WITH YOUR USE OF OUR PRODUCTS AND SERVICES.

8. Limitation of Liability

IN CONJUNCTION WITH AND SUBJECT TO THE EXCLUSION OF REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 ABOVE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE COMPANY NOR YOU SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE, OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT, GOODWILL, BUSINESS REPUTATION, LOSS, DAMAGE, DESTRUCTION OR MISUSE OF DATA, OR OTHER INTANGIBLE LOSS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SITE OR SERVICES.

9. Miscellaneous

By using our Site and providing your contact information, you agree to abide by our Policies, including this Electronic Communications Consent Policy, and acknowledge that you have been advised to become familiar with the terms of our Policies, as updated on our Site. This Policy shall be governed by the laws of the State of Texas. If any provision of this Policy is found to be unenforceable, the remaining provisions shall remain in full force and effect.

10. Contact Information

If you have any questions about this Electronic Communications Consent Policy, wish to opt out of communications, or need to update your contact preferences, please contact us:

Email: privacy@fuelcoenergy.com

Phone: 832-200-3710

Mail: Fuelco Energy LLC, Attention: Privacy Compliance

12140 Wickchester Lane, Suite 100, Houston, Texas 77079

Website: fuelcoenergy.com