

E-FUEL Global Network Subscriber Agreement

This is a legal agreement between Subscriber (you) and E-Fuel Corporation (E-FUEL) governing the required communication link between Subscriber's MicroFueller(s) and the E-FUEL Global Network (EGN). The purpose of the EGN is to insure proper continued operation of the MicroFueller™(s) and to facilitate commerce for services performed by E-FUEL or authorized third parties and is essential to the continued operation of the MicroFueller. Subscriber understands failure to maintain an active communication link as set forth herein may result in shutdown of the MicroFueller until communication is restored and your account is in good standing.

DEFINITIONS:

1. "Subscriber" shall mean the individual or entity which is the registered owner of the MicroFueller(s) and subject to the terms of this Agreement;
2. "MicroFueller(s)" shall mean a portable organic fuel processing machine(s) produced by E-FUEL;
3. "Product(s)" shall mean goods manufactured and sold by E-FUEL, including the MicroFueller;
4. "Dealer" shall mean a third party authorized by E-FUEL to perform sales and service functions for the Product(s) and where applicable has established a service agreement with Subscriber;
5. "E-FUEL Global Network" (EGN) shall constitute the electronic communications network used by E-FUEL to communicate with MicroFueller(s) worldwide;
6. "E-FUEL Global Commerce Network" (EGCN) shall mean that subset of the EGN which administers payment and accounting functions between E-FUEL, Subscriber and where applicable Dealer;
7. "Initial Period" shall mean the 12 consecutive months following first activation of the MicroFueller on the EGN.
8. "Dashboard" shall constitute the graphical user interface as presented on the E-FUEL web site where Subscriber and where applicable Dealer are able to view information about Subscriber's account;
9. "E-FUEL100™" shall mean the particular processed organic fuel produced by the MicroFueller.
10. "Heartbeat" shall mean the regular communications exchange between the MicroFueller and the EGN.
11. "Feedstock" shall mean the organic fuel processed by the MicroFueller to produce E-Fuel100.

RESPONSIBILITIES OF SUBSCRIBER:

1. Subscriber agrees to maintain at Subscriber's expense an active link to the Internet or other E-FUEL approved communications medium for purposes of MicroFueller communications with the EGN and to insure the link is available at any time required by the MicroFueller. The integrity of the communications link is essential to the legal operation of the MicroFueller.
2. Subscriber shall establish a method of payment with E-FUEL which shall be used to pay for services and products provided through and with the EGN and EGCN. Subscriber shall insure the method of payment remains active and able to accept and pay for the charges drawn by the EGN and EGCN.
3. After the Initial Period, Subscriber agrees to pay a fee for EGN services as set forth in the then current E-FUEL Price List;
4. In cases where Subscriber contracts with a Dealer to supply organic fuel for the MicroFueller(s), Subscriber will be billed periodically based upon the processed organic fuel pumped from the MicroFueller at a rate determined between Subscriber and Dealer. E-FUEL does not set this rate but is advised of said rate by the respective Dealer on behalf of Subscriber so that subscriber may be charged accordingly. Any dispute arising out of the amount charged for E-FUEL100 is solely between Subscriber and Dealer. Any disputes must be resolved between Subscriber and Dealer and at no time shall E-FUEL assume any liability of any sort for any dispute between Subscriber and Dealer. In the event Subscriber terminates or changes its Dealer relationship, Subscriber will notify E-FUEL within 48 hours of any such event so that E-FUEL may update Subscriber's account accordingly.
5. In cases where Subscriber supplies their own organic fuel for use in the MicroFueller in the production of E-Fuel100, Subscriber shall be charged an Organic Fuel Processing Fee (OFPF) per unit of E-Fuel100 pumped as set forth in the then current OFPF rate schedule. The minimum OFPF is \$10.00 per month or the actual OFPF at the then current rate, whichever is greater.
6. Except as provided for in the applicable warranty statement, Subscriber assumes all risk of use of E-FUEL100 whether having been advised or not as to the suitability for use for any particular purpose. This includes use as a fuel for any vehicle, whether gasoline, diesel or otherwise powered or use as a fuel for any other fuel powered appliance.

RESPONSIBILITIES OF E-FUEL:

1. E-FUEL shall use its best efforts to maintain an operating network to monitor MicroFueller(s) and make monitored information available to Subscriber through the E-FUEL web site Dashboard interface.
2. E-FUEL shall use its best efforts to send "alerts" to notify Subscriber and, where applicable to the Dealer, when conditions exist which may require attention. Such conditions may include feedstock level, temperature readings, E-FUEL100 purity readings, payment transaction failures, E-FUEL100 available for pumping, and other readings as may be determined by E-FUEL and as may be changed from time to time at the sole option of E-FUEL. Any such "alerts" shall be via e-mail or SMS (text message) as identified in your Subscriber profile as maintained on the EGN by Subscriber. Failure on the part of Subscriber or Dealer to timely address any notification shall be the sole responsibility of Subscriber or Dealer. Implicit in this is for Subscriber and Dealer to maintain accurate e-mail and/or SMS addresses as defined in the respective Subscriber and Dealer self-maintained EGN profile.
3. If applicable, E-FUEL shall collect any amounts required by law from Subscriber through the normal course of billing for products and services provided and administered through the EGN and EGCN.
4. Where required by law, E-FUEL shall report statistics of use and other metrics which may lawfully be required to the requesting authority. Additionally, E-FUEL may charge Subscriber applicable taxes and fees as may be levied by any bona fide taxing authority and as may be required by law.

SUSPENSION OF EGN SERVICES AND MICROFUELLER SHUTDOWN:

The following conditions may result in the suspension of services provided by the EGN and/or complete shutdown of the MicroFueller(s):

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1. Failure on the part of Subscriber to maintain its account in good standing shall result in a 72 hour warning to rectify before complete shutdown of the MicroFueler(s) occurs. During this 72 hour period the MicroFueler(s) will not pump E-FUEL100 but other MicroFueler activities may continue unabated.
2. In the event the MicroFueler(s) is/are tampered with, including but not limited to an attempt to access the internal digital components, the MicroFueler(s) will shutdown all functions with immediate effect and require corrective maintenance at the then prevailing rates to repair and place the MicroFueler(s) back into service. Any such occurrence may result in termination of the remaining warranty period, if any, at the sole option of E-FUEL.
3. In the event Heartbeat communications become intermittent or absent over a period of 48 hours, a 72 hour warning will be displayed to rectify before complete shutdown of the MicroFueler(s) occurs. During this 72 hour period the MicroFueler(s) will not pump E-FUEL100 but other MicroFueler activities may continue unabated.
4. In the event Heartbeat communications become intermittent or absent due to a natural disaster or Act of God, Subscriber may contact E-FUEL to request an emergency temporary reset code for the MicroFueler to reinstate operations for a limited time until normal operating conditions resume.

DISHONORED CHECKS AND OTHER INSTRUMENTS:

E-FUEL will charge you \$50 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse E-FUEL the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, E-FUEL may incur in such collection efforts.

SERVICE LIMITATIONS AND LIMITATION OF LIABILITY:

Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. E-FUEL may send "alerts" via SMS or e-mail to notify you of conditions relating to the Product(s). These are courtesy alerts. There is no guarantee you will receive them. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. E-FUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL E-FUEL BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through us; (c) damage or injury caused by the use of service or MicroFueler, including use of E-FUEL100 in a vehicle except as provided for in the applicable E-Fuel supplemental warranty statement; (d) claims against you by third parties; or (e) damage or injury caused by a suspension or termination of service by E-FUEL. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. E-FUEL's liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, E-FUEL shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Products provided by or through E-FUEL, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold E-FUEL and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by E-FUEL or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF E-FUEL, or any violation by you of this Agreement. This obligation shall survive termination of your service with E-FUEL. E-FUEL is not liable to you for changes in operation, equipment, or technology that cause your Product to be rendered obsolete or require modification. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ACCOUNT ACCESS:

You authorize E-FUEL to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

Agreed to:

SUBSCRIBER

Signature

Name Printed

Date

MircoFueler Serial Number(s)