

AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



AMP EV Ltd – EV Charging Back Office Platform ‘ampev.chargingsites’ App & Website

Terms and Conditions

Please read the following terms and conditions carefully before registering, accessing, browsing, or using the website. By accessing or using or by using the Payment Services offered via the website (defined below), you agree to be bound by the terms and conditions set out herein including any additional guidelines and future modifications. If at any time you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you should not access or use the site and immediately terminate your use of the Payment Service.

Your Agreement to these Terms and Conditions

These Terms and Conditions (as may be amended from time to time, the “Agreement”) alongside our Privacy Policy form the legal contract between You being, an individual customer, user, or beneficiary of this service, and AMP EV LTD a company registered in the United Kingdom having its registered office at Sutton House, 13A Duke Street, Southport, PR8 1LS. All services are rendered by AMP EV LTD through its platform under the brand name “ampev.chargingsites”. Hence all the rights, benefits, liabilities & obligations under the following terms & conditions shall accrue to the benefit of AMP EV LTD (together with its subsidiaries and other affiliates, “us” or “We”), regarding your use of our services (known as “Payment” or the “Payment Service(s)”). The Payment Service is designed to facilitate payment for an authorised seller (known as the “Merchant”) of supported services e.g. Electric Vehicle Charging (known as “Merchant Service(s)”).

Payment may be realised via our Pay-as-you-go service or via the our Top-up Service and such other services which may be available from time to time via our website <https://ampev.chargingsites.co.uk/> (referred to as the “Site”) or mobile app (referred to as the “App”).

All Payment Services are provided subject to your adherence with the terms and conditions set forth herein including relevant policies. ampev.chargingsites reserves the right, at its sole discretion, to revise, add, or delete any or all of these terms and conditions at any time without further notice. You shall re-visit the “Terms & Conditions” link from time to time to stay abreast of any changes that the “Site” or “App” may introduce.



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



Eligibility

The Payment Services are available to any person who holds a valid credit card, is resident in the United Kingdom and who wishes to pay for a Merchant Service. By accepting these Terms & Conditions or by otherwise using the Payment Service or the Site or App, You represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, or affiliation with any person or entity.

Services

Our Payment Services facilitate the transfer of money from You to the Merchant according to a tariff (the "Tariff") set by the Merchant for the Merchant Services. ampev.charging sites is not a warrantor, insurer, or guarantor of the Merchant Service. We are not party to any contract you may have with the Merchant, and Payment Services are provided by us to you without recourse against us for any breach of contract by the Merchant. Any disputes regarding the quality, duration of service, cost, expiration, or other terms of the Merchant Service purchased must be handled directly between You and the Merchant.

Payment

The Payment Service offers a convenient and secure way to make payments by You to eligible Merchants. We use third party secure payment methods to process credit and debit card payments. The third parties providing these services may require that you to adhere to terms and conditions, and you agree that it is solely your responsibility to meet any conditions stipulated as part of their service.

Our ability to provide the Payment Service to you may be subject to the approval and acceptance of a number of third parties, for example the credit/debit card issuer or a third party providing acquiring services. Any services which are supplied to you by a third party are the responsibility of that third party and you acknowledge that our ability to perform the Payment Services may be impacted by that third party. We are not liable for any delay in or non-performance of the Payment Services which is caused by such a third party.



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



In order to use the Payment Service, you will need to ensure that you have secure access to the World Wide Web. Such access and any costs associated with access to the World Wide Web are not our responsibility and not part of the Payment Service.

Depending upon the terms of the Merchant Service; (i) the specific features of the Payment Service may differ (ii) the type and range of Payment Services (e.g. Top-Up and PAYG) that can be used to make payment may differ and (iii) the charges or fees for use of the Payment Service or any aspect of the Payment Service may differ. The details related to these aspects will be in accordance with the terms of sale by the Merchant. Any discrepancies between the Payment Service and the terms provided to you by the Merchant must be taken up with the Merchant.

No adjustment to Payment will be made by us unless we are instructed to do so by the Merchant.

The use of the ampev.chargingsites Payment Service requires that you provide your details ("Registration Data") via our Site or App and provide credit or debit card details via our third party partner. In doing so, you agree to:

Provide true, accurate, current and complete information about yourself, your credit or debit card details ("Payment Data"), and

Maintain and promptly update the Registration Data, and Payment Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or ampev.chargingsites has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ampev.chargingsites has the right to suspend or terminate your account and refuse any and all current or future use of the Payment Service (or any portion thereof).

You acknowledge that the accuracy and promptness of providing the Payment Service depend on many factors including the infrastructure, connectivity and response times of third party platforms, and as such ampev.chargingsites shall not be responsible for any non-delivery or delayed delivery of the Payment Service in any way whatsoever.



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



ampev.chargingsites assumes no responsibility and shall incur no liability if it is unable to effect a payment under any circumstances.

Communication Policy

You accept that ampev.chargingsites may send information and alerts (“Communication”) relevant to the provision of the Payment Service to the mobile phone number and/or email address held within your Registration Data.

You acknowledge that such Communication is an additional facility provided for your convenience and that it may be susceptible to error, omission and/ or inaccuracy. In the event that you observe any error in the information provided in the Communication, You agree to inform ampev.chargingsites immediately about such an error and ampev.chargingsites will make reasonable efforts to rectify the error as early as possible. You shall not hold ampev.chargingsites liable for any loss, damages, claim, expense including legal cost that may be incurred/ suffered by You on account of your use of this facility .

By accepting the terms and conditions You acknowledge and agree that ampev.chargingsites may call the mobile phone number contained within the Registration Data, for the purpose of supporting and collecting feedback from the customer regarding use of the Payment Service.

Use of Site

You understand that except for information, products or services clearly indicated as being supplied by AMP EV LTD or ampev.chargingsites, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that ampev.chargingsites cannot and does not guarantee or warrant that files available for downloading through the Site will be free of viruses, or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements and for accuracy of data input and output.



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



Refunds and Balances

You agree that any matter of dispute regarding the provision of the Merchant Service is solely between you and the Merchant. We will only issue a refund against any disputed transaction when instructed to do so by the Merchant.

Any balances held by ampev.chargingsites on behalf of You, e.g. within the Top-Up service, may only be used to purchase goods and services as part of the Payment Service. Where your account remains unused for at least 12 calendar months i.e. no transactions have taken place in that time, the account shall expire and the remaining balance will be forfeited.

No refunds will be provided for unused or forfeited funds.

Termination/Agreement Violations

You agree that ampev.chargingsites, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Payment Service and remove and discard all or any part of your account, your user profile, or your recipient profile, at any time. ampev.chargingsites may also in its sole discretion and at any time discontinue providing access to Payment Services, or any part thereof, with or without notice. You agree that any termination of your access to the Payment Service or any account you may have or portion thereof may be effected without prior notice, and you agree that ampev.chargingsites will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies ampev.chargingsites may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the Services.

Limitation of Liability and Damages

In no event will ampev.chargingsites or its contractors, agents, licensors, partners, suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



nature whatsoever) arising out of or relating to (i) this agreement, (ii) the Payment Services, the Site or any linked or referred site, or (iii) your use or inability to use the Payment Services, the Site (including any and all materials) or any linked or reference sites, even if <COMPANY NAME> or a ampev.chargingsites authorized representative has been advised of the possibility of such damages.

In no event will ampev.chargingsites or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers' total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to (i) this Agreement, (ii) the Payment Service, (iii) your use or inability to use the Payment Service or the Site (including any and all Materials) or any linked sites, or (iv) any other interactions with ampev.chargingsites, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by you, if any, for using the portion of the Payment Service or the Site giving rise to the cause of action or twenty Pounds Sterling (£20), whichever is less.

You acknowledge and agree that ampev.chargingsites has offered its products and services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and ampev.chargingsites, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and ampev.chargingsites. ampev.chargingsites would not be able to provide the Payment Service to you on an economically reasonable basis without these limitations. Where applicable law may not allow the limitation or exclusion of liability or damages, ampev.chargingsites's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive termination of this Agreement.

Indemnification

You agree to indemnify, save, and hold ampev.chargingsites, its affiliates, contractors, employees, officers, directors, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Payment Services or of the Site, any violation by you of this Agreement, or



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



any breach of the representations, warranties, and covenants made by you herein. ampev.chargingsites reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify ampev.chargingsites, including rights to settle, and you agree to cooperate with ampev.chargingsites's defence and settlement of these claims. ampev.chargingsites will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Disclaimer: No Warranties

To the fullest extent permissible pursuant to applicable law, ampev.chargingsites and its third-party partners, licensors, and suppliers disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by you from ampev.chargingsites or through the Payment Service or the site will create any warranty not expressly stated herein. You expressly acknowledge that as used in this section, the term "ampev.chargingsites" includes ampev.chargingsites's officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliated companies. You acknowledge that ampev.chargingsites is not liable for any 3rd party (Merchants & suppliers) obligations due to rates, quality, and all other instances. You expressly agree that use of the Payment Services and the Site is at your sole risk. It is your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Site or on the internet generally. We do not warrant that the Payment Service will be uninterrupted or error-free or that defects in the Site will be corrected. The Payment Service and the Site and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the Payment Service and the Site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. ampev.chargingsites, and its third party suppliers, licensors, and partners do not warrant that the data, ampev.chargingsites software, functions, or any other information offered on or through the Payment Services, the Site or any reference sites will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



will be corrected. ampev.chargingsites and its third party suppliers, licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the Payment Service, the Site or any linked sites in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the Payment Services, the site or any reference sites at your own discretion and risk and that you will be solely responsible for any damage to your property or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. This paragraph shall survive termination of this agreement. In no event will ampev.chargingsites be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the Site.

Ownership and Proprietary Rights

The Payment Services and the Site are owned and operated by ampev.chargingsites and/or third party licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Payment Service and the Site provided by ampev.chargingsites (the "Materials") are protected by copyright, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and ampev.chargingsites, all Materials, trademarks, service marks, and trade names contained on the Site are the property of ampev.chargingsites and/or third party licensors or suppliers. You agree not to remove, obscure, or alter ampev.chargingsites or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Payment Services. Except as expressly authorized by ampev.chargingsites, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. ampev.chargingsites reserves all rights not expressly granted in this Agreement. If you have comments regarding the Payment Services and the Site or ideas on how to improve it, please contact us. Please note that by doing so, you hereby irrevocably assign to ampev.chargingsites, and shall assign to ampev.chargingsites, all right, title and interest in and to all ideas and



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Modification of this Agreement

ampev.chargingsites reserves the right to change, modify, add, or remove portions of this Agreement (each, a “change”) at any time by posting notification to the Site or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to payment transactions initiated after the posting date. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Payment Services.

Waiver

The failure of ampev.chargingsites to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by ampev.chargingsites

Applicable Law

This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales .

Severability

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

Assignment

This Agreement, and any rights granted hereunder, may not be transferred or assigned by You without our prior written consent which may be withheld in our sole discretion, but may be assigned by us without restriction. Any assignment attempted to be made in violation of this provision shall be void and of no effect.



AMP EV Ltd
Sutton House
13a, Duke Street
Southport
PR8 1LS

T: 0800 368 9125
E: sales@ampev.co.uk
W: www.ampev.co.uk
Company Reg No: 10795839
Vat No: GB 114897394



Survival

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

Headings

The heading references herein are for convenience purposes only, do not constitute a part of these Terms and Conditions, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement

This is the entire agreement between you and ampev.charging sites relating to the subject matter hereof and may only be modified in accordance with the terms of this Agreement.



approved installers of
ROLECEV

pod POINT

