

# Terms of Use

## 1. AMPS EV Pty Ltd ABN 79 676 333 127 –PARTNER PORTAL CONDITIONS OF ACCESS AND USE

### 2. Intermediation of contracts with clients

3. This ("Portal") enables the user to provide inquiries to AMPS EV Pty Ltd ABN 79 676 333 127, located at 816-820 Princes Highway Tempe NSW 2044, QLD 4214, in relation to entering into purchase, finance and other contracts offered by AMPS EV.

4. In the event that access to the Portal is temporarily restricted or unavailable due to technical or operational interruptions, users should forward their inquiries to AMPS EV via the email address [support@ampsev.com.au](mailto:support@ampsev.com.au).

### 5. Access authorisation

- Access to this portal requires the provision of a partner number and a password by AMPS EV.
- AMPS EV reserves the right, at its discretion, to reject access applications without providing reasons. Access authorization for companies and other legal entities can only be granted to authorized natural persons representing such entities. Upon acceptance of an application by AMPS EV, AMPS EV will activate the applied access by sending the applicant a partner number and password via email.
- As the owner of access data, partners must ensure that only authorized individuals, including Authorised Users, have access to this data. The partner is solely responsible for any loss caused by third parties using their access data without authorization. The partner can grant access to an employee or other third party ("Authorised User") by setting up the Authorised User with their own password in the portal. The partner's obligation to protect access data extends to Authorised Users.
- Partners should acknowledge that the availability of services on the portal may be subject to technical and operational limitations. While AMPS EV strives to provide uninterrupted service, it cannot guarantee it in all cases.

### 6. Updating partner data

- Partners are responsible for keeping their data, including contact information, up-to-date in the portal. Any changes in this data should be promptly updated in the portal.

### 7. Copyright and other property rights

- All contractual documentation, forms, and content displayed on the portal, or accessible through it, are subject to national and international copyright, trademark, and other intellectual property protections. Partners may only use this content in accordance with the provided access conditions and within the scope stipulated on the portal. Unauthorized processing, amendment, translation, incorporation, republication, or reproduction of portal content is strictly prohibited. Content may be used only as stipulated on the portal or as expressly permitted by AMPS EV on an individual basis.
- Partners are authorized to download and print portal content only if the portal facilitates such actions (e.g., via download or print buttons).

### 8. Privacy

- Personal information provided during registration and portal use is collected, saved, and processed by AMPS EV as necessary and allowed by law for contractual portal use and administration of related business dealings. Personal information of clients provided within the scope of contractual inquiries is used solely for initiating, entering into, or processing contractual relationships with the respective client. Beyond this, personal data is used only with express approval in accordance with AMPS EV's privacy policy.

## **9. Creditworthiness Assessment**

- To assess the creditworthiness of clients making contractual inquiries, AMPS EV may transfer personal information to credit agencies as deemed necessary. All credit-related personal information is collected and used in accordance with AMPS EV's privacy policy.

## **10. Change of services offered**

- AMPS EV is authorized to change services, contracts, and other portal content, as well as the conditions of access and use and the portal's configuration at any time. Notice of such changes will be provided to partners.

## **11. Use of the portal**

- The partner's use is limited to portal access and the use of available services within the specified access conditions. Partners are responsible for ensuring that their Authorised Users understand and comply with the terms and conditions of portal access and use. Unlawful activities or infringement of third-party rights on or through the portal are prohibited. Partners are also responsible for ensuring that third-party rights are not infringed upon when introducing their own software or data carriers to the portal.

## **12. Prohibition of assignment**

- Rights granted by AMPS EV in connection with portal access and use may not be assigned, novated, subcontracted, or transferred in any way.

## **13. Blocking of access**

- AMPS EV may temporarily or permanently block access to the portal if partners breach the conditions of access and use. In cases of temporary blocking, access authorization will be reactivated following the blocking period.

## **14. Limitation of liability**

- Except as required by law, AMPS EV excludes any implied terms, conditions, or warranties and is not liable for loss or damage arising from negligence. Consequential Loss is also excluded.

## **15. Termination**

- Both parties may terminate the collaboration via this portal with one month's written notice. Access authorization for partners and authorized users will expire when the notice period ends.

## **16. Written form requirement**

- All notices related to portal use, when submitted outside of the portal, must be provided in writing or via email to [support@ampsev.com.au](mailto:support@ampsev.com.au).

## **17. Applicable law**

- The terms and conditions of access and use are governed by the laws of New South Wales.

## **18. Place of jurisdiction**

- The courts of New South Wales shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with the use of the portal.