

## **Legal notice**

### **1. - Identification**

Pursuant to article 10 of Information Society Services and Electronic Commerce Act 34/2002 (LSSICE), of 11 July, the following information about the company is presented below: the company that owns the AMPERE ENERGY Web Portal (url: [www.ampere-energy.com](http://www.ampere-energy.com)) hereinafter the "Web Portal", is AMPERE POWER ENERGY, S.L. (hereinafter AMPERE), with its registered address at Avda. del Progrés nº 11-13, 46530, Puzol (Valencia), with T.I.N.: B98771116 and registered in the Companies Register of Valencia, in Volume 10,027, Book 7,309, page V-167,540. Contact email: [info@ampere-energy.com](mailto:info@ampere-energy.com) and telephone no. +34 961 42 44 89.

### **2. - Scope/User**

Access to and/or use of the Web Portal confers the status of a User, which implies, upon access and/or use, that you have read, understood and accepted the terms and conditions that appear in the version of this Legal Notice that is published when they are accessed. In this sense, User means any person who accesses, browses, uses or takes part in the services and activities developed on the Web Portal. Accessing, browsing and using the Web Portal constitutes and implies acceptance of this Legal Notice by the User. We recommend carefully reading the Privacy Policy that is also published on the Web Portal to find out the types of data that are collected through it, the purpose thereof and your associated rights.

AMPERE reserves the right to change the appearance, configuration and content of the Web Portal at any time, and these general terms of use of the Web Portal. These conditions shall be applicable, irrespective of any mandatory General Terms of Contract. If the User does not accept any updates to the terms of use or the Privacy Policy, they may revoke acceptance and cease using it.

Access to certain content offered through the Web Portal may be subject to certain specific conditions that supersede, supplement and/or alter these general terms, as applicable. Consequently, before accessing and using said content, the User must carefully read the respective specific conditions.

Via the Web Portal, the User may obtain information about specific products and services, and tools and applications, hereinafter referred to as the "Services".

### **3. - Access**

The User acknowledges and accepts that access to the Web Portal and use of the content and/or Services offered shall be at their own risk and/or responsibility. AMPERE reserves the right to restrict access to certain areas of the Web Portal, for which Users must register. For such registration, the User shall be responsible for providing truthful and lawful information. For said access, the User shall need to use "username" and "password" login details (both jointly referred to as the "Login Details"), which shall be created by the User.

The User shall be responsible for their password, agreeing to use it diligently and ensure that it remains a secret. The password shall be personal and non-transferable. The User must keep it secret, agreeing not to disclose it to, provide it to or allow it to be used by third parties, accepting all responsibility for the consequences of its disclosure to third parties. Furthermore, the User shall be responsible for any unlawful use made of the Web Portal by any unauthorised third party who uses a password for such purpose, as a result of the careless use or loss of the same by the User.

If the User becomes aware or suspects that their password has been used by third parties, they must report this to AMPERE as soon as possible.

AMPERE may immediately deny or cancel access to the Web Portal.

#### **4. - User conduct**

AMPERE does not warrant that the User of the Web Portal will use the content and/or Services in accordance with the law, decency or public order, or these terms of use or any Specific Conditions that are applicable. Furthermore, it does not guarantee the truthfulness and accuracy, completeness and/or authenticity of the information provided by the User.

AMPERE shall not be directly or indirectly liable for any losses and damages of any kind that may arise from the use of the Services and content of the Web Portal by the User, or which may arise from a lack of truthfulness, accuracy and/or authenticity of the data or information provided by the User through it. Therefore, use of the Web Portal does not imply any obligation for AMPERE to verify the truthfulness, accuracy, appropriateness, suitability, completeness or currency of the information provided.

AMPERE accepts no responsibility for the decisions made by the User based on the information provided on the Web Portal, or any losses or damages suffered by the User or third parties as a result of actions based solely on the information obtained on it.

The User agrees to make personal and proper use of the Web Portal's Services and/or content and to refrain from using them to engage in onerous, illegal or criminal activities, activities that violate the rights of third parties and/or infringe intellectual and industrial property regulations, or any other applicable rules of law. By way of illustration, but without limitation, they agree to refrain from using them to:

- (i) engage in activities that are unlawful, illegal or contrary to good faith and public order;
- (ii) disseminate content that is racist, xenophobic, illegal pornography, advocates terrorism or violates human rights;
- (iii) damage the physical and logical systems of AMPERE, its suppliers or third parties, introduce or spread computer viruses on the network, or any other physical or logical systems that may cause the aforementioned damage;
- (iv) attempt to access and, as the case may be, use the email accounts of other users and tamper with their messages;
- (v) reproduce or copy, distribute, convert or modify the content of the Web Portal;
- (vi) use the content of the Web Portal and, in particular, information of any kind obtained through it, to send advertising or messages of a commercial nature,

unsolicited messages to numerous people regardless of their purpose, or to market or otherwise disclose such information in any way;

-(vii) use the content of the Web Portal to induce, encourage or promote criminal, slanderous, defamatory or violent actions;

-(viii) infringe the intellectual or industrial property rights of AMPERE or third parties.

The User shall be liable for any losses and damages of any kind suffered by AMPERE, directly or indirectly, as a consequence of a breach of any of the obligations that arise from these general terms or the law, in relation to the use of the Web Portal.

AMPERE, the creator of the Web Portal, reserves the right to remove all remarks or contributions that violate human dignity, are discriminatory, xenophobic, racist, pornographic, are a threat to young people or minors, order or public safety or which, in its opinion, are not suitable for publication. Furthermore, it shall be entitled to exclude the User from the Web Portal in the event of the alleged commission of any of the crimes or misdemeanours defined by the current Penal Code, or if AMPERE observes any behaviour which, in its opinion, is contrary to decency, public order, good conduct or the internal rules of AMPERE, or which disrupt the proper operation or harm the image, credibility and/or reputation of AMPERE.

In any event, AMPERE shall not be responsible for the opinions expressed by the User through the forums, chats or other participatory tools.

#### **5. - Disclaimer of warranties and liability of the Web Portal**

AMPERE reserves the right to suspend access to its Web Portal and the provision of any or all of the content that is presented through it at any time, without notice, whether for technical, security, control or maintenance reasons or due to power failures or for any other reason.

AMPERE does not warrant or accept any liability for the operation, availability, accessibility or continuity of the information or Services contained on the Web Portal, which may be wholly or partially changed, temporarily suspended or even removed.

AMPERE also does not warrant that the information, content and Services present on the Web Portal will be maintained or updated, nor does it guarantee their quality, reliability, suitability or usefulness.

Moreover, the User agrees that the Web Portal is accessed via the internet and mobile networks and, as such, the quality and availability of the Web Portal may be affected by factors that are outside the control of AMPERE.

As a consequence of the foregoing, AMPERE shall not be held liable for any limits established in the current legislation, for any direct or indirect losses or damages or harm suffered by the User as a result of the unavailability, inability to access or lack of continuity of the Web Portal and/or access thereto.

The Web Portal's software version may be updated regularly to make it compatible with new functions and services. Consequently, the User must have a

device and operating system that are compatible with the new software to be able to continue accessing the Web Portal and using the Service. Consequently, AMPERE shall not be held liable if it is impossible for the User to access or use the Web Portal due to the incompatibility of devices or operating systems.

Access to and use of the Web Portal does not confer any obligation on the AMPERE to ensure the absence of viruses, worms or any other form of malware. It is always the User's responsibility to ensure the availability of suitable tools to detect and remove malware. AMPERE shall not be held liable for any damage or change to the User's devices as a result of their use of the Web Portal or the content and/or Services, including without limitation computers, handheld devices and mobile telephones.

AMPERE shall not be held liable for the deletion of or inability to store or transmit any content or other information held or transmitted by the Web Portal. It shall also not be held liable for the accuracy or reliability of any information contained on it, which is provided objectively and does not constitute a recommendation, advice or an instruction. Therefore, the User must assess and research the information shown on the Web Portal themselves and any final decision that they make regarding the information contained on it should not be connected to the content of the Web Portal; it should be the result of their own research and analysis of the data, information, forecasts, projections and/or other information contained on it.

The User agrees that, to the extent permitted by the applicable legislation, the sole and exclusive right that they have in the event of any problem or dissatisfaction with the Web Portal or its content, is to stop using it. AMPERE represents and warrants its good faith in the design, development and updating of the Web Portal. However, in the hypothetical event of the User believing that any elements and/or content of the Web Portal infringe their rights or the rights of third parties, they must immediately report this to AMPERE through one of the contact channels that appear on it, so that the latter may take any appropriate steps in accordance with the current legislation.

## **6. - Links**

If AMPERE's Web Portal provides any links or hyperlinks to websites via buttons, links, banners, etc., AMPERE shall not exercise any control over those websites or that information or content. AMPERE accepts no responsibility for the content of any link to a third-party website, nor does it guarantee the technical availability, quality, reliability, accuracy, scope, truthfulness, validity or constitutionality of any material or information contained on any of the aforesaid hyperlinks or other websites.

In this connection, if the User gains actual knowledge of unlawful activities carried out through these third-party websites, it must report this to AMPERE immediately so that it can disable the link used to access them.

The inclusion of outside links to other websites does not imply any form of association, relationship, partnership, merger or involvement with the linked entities.

The User is aware and voluntarily accepts that any access to links or hyperlinks shall always be under their sole and exclusive responsibility.

## **7. - Intellectual and industrial property**

All trademarks, copyrights, databases and other Intellectual Property Rights of the Web Portal, whatever their nature, and the source code, are the sole property of AMPERE or, where applicable, those rights holders from whom AMPERE has lawfully obtained a licence or been assigned the rights to use them on the Web Portal.

The Web Portal and all of the content provided on it, including without limitation, tools, applications, text, graphics, images, sounds, audio, video, software and its design and any intellectual property rights over such content, and the trademark, trade name, logo or any other distinctive sign are the property of AMPERE or, where applicable, those rights holders from whom AMPERE has lawfully obtained a licence or been assigned the rights to use them on the Web Portal.

Accessing and using the Web Portal does not confer to the User any right over said trademark, trade name and/or distinctive signs or any of their content.

AMPERE grants limited, free-of-charge, non-exclusive and revocable authorisation for personal, non-commercial use of the multimedia content provided through the Web Portal. This authorisation shall remain valid unless the User stops using the Web Portal or is required to stop using it by AMPERE.

The User agrees not to disassemble, decompile, reverse engineer or in any way try to gain access to the Web Portal's source code or the content provided on it, such as tools and/or applications, unless expressly authorised to do so.

Access to and use of the Web Portal and the content and/or Services provided through it by the User shall not ever imply a waiver, transfer, licence or assignment of the aforesaid rights by AMPERE.

## **8. - Duration and changes**

Without prior notice, AMPERE reserves the right to make any changes it deems appropriate. It may change, remove and add new content and/or services, their appearance and their location.

The Web Portal's services and/or content are provided for an indefinite period. Notwithstanding the foregoing, AMPERE has the right to unilaterally terminate, suspend or discontinue the Web Portal and/or any of its Services at any time, without giving prior notice.

## **9. - General considerations**

Generally, in order to use the Web Portal's Services, minors must have prior authorisation from their parents, guardians or legal representatives, who shall be responsible for any actions carried out by the minors under their care.

AMPERE shall institute proceedings for any breach of these terms and any improper use of the Web Portal, pursuing any civil and criminal actions to which it may be entitled. A failure to exercise or enforce any right or provision stipulated in this Legal Notice by AMPERE shall not constitute a waiver thereof, unless recognised and accepted as such in writing by the latter.

If any provision of this Legal Notice should be considered wholly or partially void or inapplicable by a court or competent administrative body, such invalidity or inapplicability shall not affect the other provisions of the Legal Notice.

## **10. - Personal data protection**

The entire policy on personal data protection can be found in the Privacy Policy, which is an integral part of these general terms but which, for the sake of simplicity, is contained in a

separate section of the Web Portal.

#### **11. - Applicable law and jurisdiction**

This Legal Notice and its terms and conditions of use shall be interpreted in accordance with Spanish Law. By the mere fact of accessing the Web Portal or acquiring the status of a registered User, the User irrevocably gives their consent to the competent courts to hear any legal action that arises from or relates to these terms, the use of this Web Portal or its content and/or Services, or the browsing by the User.