

GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereinafter referred to as the "**Conditions**") govern the supply of the Amperry app and the services of Tomorrow Tech Srl, with registered office in Verona, Piazza Vittorio Veneto 4, Italy, Tax Code and VAT 04877130239, REA VR-452985, share capital: € 10,000.00 fully paid-up, certified e-mail address: tomorrowtech@legalmail.it, e-mail address: info@amperry.it (hereinafter the "**Company**").

The use of the Amperry App and the Company's services is subject to the full reading and acceptance of these general terms and conditions. If the user does not intend to accept these general terms and conditions, he/she may not use the App or its services.

ART. 1: Definitions

- For the purposes of the Conditions, the following terms, where capitalized, have the meaning indicated therein, it being specified that each term defined shall apply both in the singular and in the plural:
- **Account**: the User's personal account for accessing and using the App;
- **App**: the Amperry application; in the definition of App, in addition to the application, the contents, texts, information, data, images, graphics, videos, audio, files, codes, databases contained in the App or in any case relating to the same, as well as any releases of the App subsequent to the conclusion of the Contract, must be considered;
- **Consumer**: the natural person who acts for purposes unrelated to any entrepreneurial, commercial, artisanal or professional activity carried out pursuant to Article 3, paragraph 1, letter a, of Legislative Decree 206/2005 (the so-called Consumer Code) and subsequent amendments and additions;
- **Contract**: means both the contract for the use of the App and the individual Rental contracts entered into from time to time between the Company and the User, including the Form, the Conditions and any page or document referred to in the Form and the Conditions;
- **Credentials**: the user id and password uniquely assigned by the Company to the User for access to the Account;
- **Device**: the User's smartphone and tablet compatible with the Power Bank, as provided for on page <https://amperry.me/#powerbank>;
- **Form**: the registration and/or order form filled in by the User and sent through the App to the Company, containing the data and the technical-economic conditions of the Service chosen by the same from those offered by the Company;
- **Rental**: the Contract entered into from time to time between the Parties for the rental of a single Power Bank;
- **Parties**: the User and the Company;
- **Power Bank**: the portable charger that is the subject of the Rental according to these Conditions, as better described on page <https://amperry.me/#powerbank>;
- **Services**: the services provided by the Company, including the App and the Rental;
- **Station**: each station where it is possible to rent or return Power Banks;
- **User**: the natural person who uses the Services.

ART. 2: Scope of application

- 2.1 The Terms govern the provision of the Services together with any special conditions contained in the Form and on any page or document referred to in the Form and the Terms.
- 2.2 The Terms and Conditions are not applicable to third parties and, in any case, do not regulate in any way the provision of products and/or services by third parties other than the Company, even if such subjects are referred to in the App via links.

ART. 3: Account Creation and Contract Stipulation

- 3.1 The use of the App and the Services is subject to the User's registration with the App with the creation of his/her Account, according to the instructions indicated therein.
- 3.2 Registration to the App with the creation of the Account and/or use of the Services constitutes and implies the stipulation of the Contract with the full acceptance of the Conditions by the User.
- 3.3 Registration on the App and use of the Services may only be carried out by persons of legal age.
- 3.4 The creation of only one account for each User is permitted, even for the use of multiple Services. Use of the App by the User is strictly personal.
- 3.5 Before submitting the Form, the User is required to read the Terms carefully, which may also be printed, stored or made for personal use. In addition, you will be able to check the details of your order, as well as identify and correct any data entry errors. To this end, the User may also go back and/or leave the website. The User may also update his/her data through the personal section of his/her Account.
- 3.6 The language available to the User for the conclusion of the Contract is Italian.
- 3.7 The Contract will be stored in the Company's database in accordance with the law. The User will be able to access the contractual conditions in force with the Company and the purchases made at their Account.

ART. 4: Power Bank Rental

- 4.1 Through the App, the User can view the map containing the Stations available for Power Bank Rental and rent a Power Bank at a Station. Only one Power Bank can be rented at the same time.
- 4.2 At the time of collection at the Station, the User must verify that the Power Bank is: I) free of defects and/or anomalies, II) equipped with all the relevant components, III) fully functional and, in particular, that, once connected to the Device, it begins to recharge it correctly, and IV) with a state of charge sufficient for the User's needs. In the event of a negative outcome of the verification, the User must immediately place the Power Bank in the Station by reporting the anomalies to the Company via the App.
- 4.3 Each Rental will last from the time of collection of the Power Bank, according to the instructions in the App, until the time of return of the Power Bank at one of the Stations or, failing that, within a maximum period of 10 days from the time of collection.
- 4.4 The User undertakes to return the Power Bank within 10 days from the time of collection at a Station and in the same condition in which it was collected from the Station, except for the normal consumption of electricity resulting from the use of the PowerBank in accordance with the Conditions.
- 4.5 The Power Bank is the property of the Company. In case of failure to return the Power Bank within the deadline referred to in art. 4.4, the Rental shall be considered definitively terminated and the User shall be required to immediately return the Power Bank, without prejudice to the payment of the price accrued pursuant to art. 6 until the aforementioned deadline and the payment of a sum of compensation equal to € 30 (thirty.00).
- 4.6 In the event of destruction, damage, theft or loss of the rented Power Bank, the User undertakes to inform the Company immediately and, in any case, within 24 hours through the App, which reserves the right to charge the User for the cost of the

Power Bank. In the event of theft or loss, the User must also immediately report the incident to the police and send the report to the Company.

ART 5: Terms of use

5.1 The User declares and accepts that he/she is the exclusive user, as well as responsible for the custody and use, of the Power Bank for the entire duration of the Rental.

Section 5.2. The User declares and agrees that:

- the Services can only be used via the internet and through the App;
- the purchase, preparation and updating of hardware and software (for example, the so-called operating Devices and basic software), as well as access to the internet, necessary for the use of the Services, must be carried out at the User's own expense;
- the number of Power Banks and the accommodation space present within each Station is limited and, therefore, the User is not guaranteed, for the individual Station, the availability of Power Banks for Rental and/or accommodation for their return;
- for their operation, Power Banks require periodic recharging at a station and the use of the Power Bank leads to a progressive reduction in the relative charge level; the timing of the reduction of the charge level of the Power Bank depends on the technical conditions of the Power Bank, the previous charge, the Device and the operating and atmospheric conditions; therefore, the state of charge of the Power Bank at the time of the start of the Rental and the duration of the same are not foreseeable and/or guaranteed and the operation of the Power Bank may cease at any time during the Rental;
- it is the User's sole responsibility to check the charge level of the Power Bank at the time of collection at a Station and the activation of the Rental of a Power Bank that is not fully charged.

5.3 The User undertakes to:

- provide the Company with true and correct information for the creation of the Account and the use of the Services, as well as to immediately update such information in the event of changes;
- use the Services for lawful purposes, with diligence and competence, in compliance with the applicable legislation in force, these Conditions, the instructions in the App and/or on the Power Bank and the rights of third parties and in accordance with the purposes for which the Services are intended;
- not to disassemble, tamper with, modify, dirty, wet, expose to atmospheric agents and/or heat sources, disfigure, recharge, leave unattended and/or otherwise damage the Power Bank;
- do not connect the Power Bank to malfunctioning, damaged or otherwise incompatible devices with the Power Bank;
- not to delete, remove, conceal or otherwise alter the trademarks, distinctive signs, images and texts on the Power Bank;
- in the event of anomalies and/or malfunctions, immediately stop using the Power Bank and return it to a station, reporting the incident to the Company via the App;
- not to use the Services on behalf of third parties and/or transfer, resell, commercially exploit, lend, make available and/or transfer to third parties, for consideration or free of charge, the App, the Services and the Power Banks.

ART. 6: Payments

6.1 In order to use the Service, the User must select the payment method from those provided and provide the required data.

6.2 Prices and payment terms are specified on page <https://amperry.me/#pricing>, which is an integral part of these Terms. The prices of the Products are expressed in euros (€) and are already inclusive of all applicable taxes and duties.

6.3 Prices may be subject to change. The User undertakes, therefore, to verify the final price before proceeding with the request for the provision of a Service.

ART. 7: Suspension of the Service

7.1 The Company makes all reasonable efforts to ensure the continuity of the Services. In any case, the Company reserves the right at any time to suspend, in whole or in part, the Services for ordinary and extraordinary maintenance activities, for the purpose of preventing illicit or improper use, for compliance with legal obligations and/or safety problems. Where possible, the suspension of the Services will be carried out upon prior notice to the User via App or email.

7.2 The Company also has the right to immediately suspend the execution of the Services I) in the event of non-payment of the sums due by the User pursuant to Article 6, and/or II) if the User is found to be acting in an unlawful or fraudulent manner, contrary to good faith and/or in violation of the Conditions and/or applicable legislation.

ART. 8: Credentials and log data

8.1 Registration on the App provides for the assignment to the User of Credentials to be used for remote access to his/her Account.

8.2 The User undertakes to keep the assigned Credentials secret and to keep them with due care and diligence, also in order to avoid their knowledge and use by third parties.

8.3 The User acknowledges and accepts that he/she is solely and exclusively responsible for the Credentials assigned and that all acts performed through the use of such Credentials will be attributed exclusively to the User himself and will be binding on him/her.

ART. 9: Industrial and/or Intellectual Property

9.1 All intellectual and/or industrial property rights, whether registered or not, relating to the Services, including the App and the Power Banks, are and will remain the exclusive property of the Company and/or its assignors.

9.2 For the sole duration of the Agreement, the Company grants the User a temporary, non-exclusive and non-transferable license to use the App to the extent strictly necessary for this purpose and in accordance with the provisions of these Terms.

9.3 The User grants the Company a free, non-exclusive and non-revocable license of all rights of economic exploitation and related rights in relation to all suggestions, proposals, reports of defects or discrepancies, requests for corrective or evolutionary maintenance made by the User, without limits of space, time and technology, with the express right, on the part of the Company, to freely assign and/or sub-license these rights to third parties.

ART. 10 License conditions

10.1 It is forbidden for the User to assign, sub-license or otherwise allow third parties to use or access the App, whether free of charge or for consideration.

10.2 To the extent required by law, it is forbidden for the User to copy, translate, re-engineer, decompile, disassemble, or, in any case, attempt to trace, modify, acquire, reproduce, publish and/or transform, in whole or in part, the App or incorporate it, in whole or in part, into another software or application.

10.3 It is forbidden for the User to use the App to store and/or transmit data, information, programs, links, files and any other material and element that:

- is in violation of applicable legislation and/or the rights of the Company and/or third parties,
- is defamatory, obscene, pornographic, child pornography, discriminatory, offensive, threatening,
- constitutes phishing, spamming and/or similar techniques,
- contains malware, viruses, *worms*, exploits, *Trojan horses* or other similar items, and/or
- interrupts, damages, violates and/or tampers with the App and its normal functioning.

ART. 11 Warranty and Limitations of Liability

11.1 The Company makes no express and/or implied representations or warranties with respect to the Services, including the App and Power Banks.

11.2 The Company shall not be liable for any damages suffered by the User or any third party in connection with the App, Power Banks and Services, including direct, indirect, special, incidental or consequential damages, consequential damages and lost profits (including damages resulting from loss of business or profits and the like), loss of data, interest, penalties, by way of contractual or non-contractual liability.

11.3 The Company remains exempt from any and all liability for direct and/or indirect damages suffered by the User and/or third parties as a result of: force majeure, such as totally unforeseeable events beyond the Company's control, such as, by way of example but not limited to, acts of government, state of war, lockouts and/or strikes of a national or sectoral nature, epidemics and pandemics; malfunctions, interruption or suppression of the User's IT infrastructures and telecommunications networks and other third-party supplies; incorrect, imperious, illicit and/or non-compliant use of the Services, including the App and the Power Banks, with respect to what is reported in the Terms and in the information documentation; violation and/or non-compliance with the Terms by the User.

11.4 The limitations and exemptions of liability provided for in these Terms do not apply in the event of wilful misconduct or gross negligence and in other cases provided for by mandatory provisions of law applicable to the Conditions. In addition, if the User is to be qualified as a Consumer, these Terms do not: a) exclude or limit the Company's liability in the event of death or personal injury to the User, resulting from an act or omission of the Company; b) exclude or limit the User's actions against the Company or another party in the event of total or partial default or inaccurate performance by the Company. In the cases referred to in this paragraph, the provisions of these Terms shall be ineffective only to the extent that they are incompatible with the mandatory provisions of the law.

ART. 12: User's Responsibilities and Indemnification

12.1 Except as the Company is responsible for the use of the Services and for any loss, injury, damage, cost, charge, penalty and expense, including legal costs, caused to the Company or to third parties that occurs during the use of the Services.

12.2 The User undertakes to indemnify and hold the Company harmless from any detrimental consequences, from all losses, damages, liabilities, costs, charges, penalties and expenses, including legal expenses, that may be incurred or suffered by the Company as a result of I) acts committed by the User during the use of the Services, II) violation by the User of the rights of third parties, III) any non-fulfilment by the User of the obligations assumed and the guarantees provided with the stipulation of the Contract.

12.3 The User undertakes to inform the Company if such a liability action should be initiated against him/her.

ART. 13 Cancellation of the Account

13.1 The User may cancel his/her Account at any time through the App, without prejudice to the fact that he/she will still have to pay any amounts still due and not paid to the Company at the time of cancellation.

13.2 The Company may immediately cancel the User's Account if the User is found to be acting unlawfully, in good faith, fraudulently and/or in violation of the Terms and/or applicable legislation.

ART. 14 Withdrawal of the Consumer

14.1 If the Client has to be qualified as a Consumer, he may exercise the right of withdrawal pursuant to this article.

14.2 The Consumer has the right to withdraw from the Contract, without giving reasons, within 14 days from the day of conclusion of the Contract.

14.3 In order to exercise the right of withdrawal, the Consumer may send written and explicit notice of the decision to withdraw to the Company, providing his/her contact details (name, surname, address and e-mail), the order number and the related Services purchased; to this end, the Consumer may optionally use the standard withdrawal form, which is not mandatory, referred to in Annex I of the Legislative Decree of 21 February 2014, No. 21, which can be reached by clicking here. The notice of withdrawal must be sent to the Company at the contacts indicated in art. 20 below.

14.4 In order to comply with the withdrawal period, it is sufficient for the Consumer to send the communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

14.5 If the Consumer withdraws from the Contract, the Company will reimburse the Consumer for all payments received under the Contract, without undue delay and in any event no later than 14 days from the day on which the Company received the notice of withdrawal from the Contract. Such refunds will be made using the same means of payment used by the Consumer for the initial transaction, unless the Consumer has expressly agreed otherwise; in any case, the Consumer will not incur any costs as a consequence of such reimbursement.

14.6 The right of withdrawal may not be exercised: I) after the complete provision of the Service if the performance has begun with the express agreement of the consumer and with his acceptance of the fact that, in this case, he would lose the right of withdrawal; (ii) for the supply of digital content by means of a non-tangible medium if the performance began with the express agreement of the consumer and with his acceptance that in that case he would lose the right of withdrawal. The Consumer hereby acknowledges and accepts that, after the purchase of one or more Services, the Company may directly provide the Services purchased and that, according to the foregoing, the Consumer will lose the right of withdrawal. Therefore, in the case of the purchase of a package, the Consumer acknowledges and accepts that, following withdrawal, he/she will obtain a refund of the payments made minus the price of any Services started with his/her agreement and already completed.

ART.15 Termination of the Contract

15.1 The Contract shall be terminated by law, by written notice from the Company, in the event that the User breaches any of the obligations referred to in Articles 4.6, 5, 6, 10 and 12 above, without prejudice to any applicable remedy provided for by current legislation and compensation for damages suffered by the Company.

ART. 16: Modification and termination of the Services

16.1 The Company may modify, at any time, the Services and the related contractual conditions, in the presence of justified reasons such as supervening technical and economic reasons and/or for the modification of the laws and/or regulations applicable to the provision and object of the Services. Such changes, including economic ones, will take place upon notice to the User via the App or e-mail, specifying the specific reasons that justify the change.

16.2 Changes to the Services and related contractual conditions shall be deemed to have been accepted by the User and shall become definitively effective and binding for the latter with the subsequent Rental by the User or, failing that, if the User does not withdraw from the Contract, by cancelling the Account, within 15 days of receipt of the Company's notice of modification.

16.3 For the reasons set out in Article 16.1, the Company also reserves the right to terminate, in whole or in part, the App and the Services upon 30 days' notice, via App or e-mail.

ART. 17: Processing of personal data

17.1 For information on the processing of personal data by the Company, please consult [the Privacy Policy](#).

ART. 18: Jurisdiction and applicable law

18.1 The Contract is governed by and shall be construed in accordance with Italian law only.

18.2 Any dispute that may arise in connection with the Contract shall be subject to the jurisdiction of the court of the User's place of residence or domicile, if the latter is to be classified as a Consumer. Otherwise, any dispute that may arise in relation to the Contract shall be subject to the exclusive jurisdiction of the Court of Padua.

18.3 We also inform you that the Consumer has the right to use the European Online Dispute Resolution (ODR) platform, which can be reached at the following link: ec.europa.eu/consumers/odr.

ART. 19: General Provisions

19.1 The titles used in these Terms are mere definitions and therefore may not be given a meaning other than that of the content of the article identified by them.

19.2 If any condition, provision or provision of the Agreement is invalid, unenforceable, unenforceable or illegal, such invalidity, ineffectiveness, unenforceability or illegality shall not affect, invalidate or void any other remaining provisions of the Contract.

19.3 Any tolerance, delay or failure of the Company to exercise its rights under the Contract shall not be construed as a waiver of such rights, nor shall the partial exercise of any right preclude the full exercise of the Company's right or the exercise of any other right in the future.

ART. 20 Contacts

20.1 For assistance on the Services, further information, suggestions, complaints and/or further communications relating to the Contract, the User may contact the Company at any time at the following contacts:

- by e-mail: info@amperry.it;
- by mail: Tomorrow Tech Srl, Piazza Vittorio Veneto 4, Verona, Italy.

****Standard withdrawal form**

- pursuant to art. 49, paragraph 1, letter h) of Legislative Decree no. 206 of 6 September 2005 –

(fill in and return this form only if you wish to withdraw from the contract)

Tomorrow Tech Srl

Piazza Vittorio Veneto 4, Verona, Italy

E-mail: info@amperry.it

- I/we (*) hereby give notice of withdrawal from my/our (*) contract of sale of the following goods/services (*)

- Ordered on (*)/received on (*)

- Name of consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if this form is served in paper form)

-Date

() Delete the unnecessary wording.*

By proceeding with the registration, you declare that you accept the general terms and conditions of contract