

# Website Terms of Use

Last Updated: May 13, 2026

These Website Terms of Use (the "**Terms**") govern your access to and use of this Website [URL] and any related webpages, content, functionality, and services made available through the website (collectively, the "**Website**"). These Terms form a binding agreement between you and **Eplug LLC** ("**Eplug**," "**we**," "**us**," or "**our**").

By accessing or using the Website, you agree to these Terms and to our Privacy Policy, available at [PRIVACY POLICY URL], which is incorporated into these Terms by reference.

The Website is intended to provide information about Eplug and its electric vehicle charging services and network. Charging services are generally requested, initiated, managed, and paid for through the Eplug mobile application or authorized third-party systems, not through the Website, unless we expressly state otherwise. Eplug operates in NEW YORK, NEW JERSEY, and CONNECTICUT.

## General Conditions

We reserve the right to refuse service, suspend access, remove content, or limit availability of the Website or any feature, product, or service to any person, geographic area, or jurisdiction, at any time and for any lawful reason, including where we believe a user has violated these Terms or applicable law.

We may limit the availability of any part of the Website or related services, including by user, account, location, charger, site host, fleet, or transaction type.

## Eligibility and Accounts

You may use the Website only in compliance with applicable law and these Terms. Eplug may allow users to create an account or otherwise submit information through the Website to access certain services, request information, or support charging functionality.

If account creation or login functionality is made available through the Website, you are responsible for providing accurate information, maintaining the confidentiality of your credentials, and all activity occurring under your account. We may disable any account, username, password, or access credential at any time in our discretion.

## Accuracy, Completeness, and Timeliness of Information

The Website is provided for general information only. Information on the Website may not always be accurate, complete, current, or suitable for your particular circumstances. You should not rely on Website content as the sole basis for making decisions without verifying more current or more complete information from appropriate sources.

The Website may contain technical, operational, commercial, or historical information. Historical information is provided for reference only and may not reflect current conditions, pricing, charger status, service availability, or product offerings. We undertake no obligation to update Website content, except as required by law.

## Charging Network Disclaimer

Electric vehicle charging depends on vehicle compatibility, charger hardware, software systems,

communications networks, utility service, site access, and third-party infrastructure. As a result, charging stations may be unavailable, offline, occupied, blocked, damaged, delayed, interrupted, or incompatible with certain vehicles or equipment.

Eplug does not guarantee charger availability, uptime, charging speed, charging time, parking availability, site access, utility service, service continuity, pricing accuracy, or compatibility with any particular vehicle, battery, adapter, connector, hardware, firmware, or software system.

Some chargers are owned or operated by Eplug, while others are owned, hosted, maintained, or controlled by third parties. Eplug is not responsible for the condition, accessibility, maintenance, safety, repair, premises conditions, parking restrictions, towing practices, signage, or operating decisions of third-party-owned or third-party-hosted charging locations.

## **Vehicle and Equipment Responsibility**

You are responsible for ensuring that your vehicle, charging port, adapter, connector, cable, software, and related equipment are compatible with the applicable charging station and are in safe working condition. You must follow the manufacturer's instructions, posted site rules, operating instructions, and applicable law.

You must not use damaged equipment, unauthorized adapters, modified hardware, or any equipment that may create a safety issue or interfere with charger operation.

## **Modifications to Services and Prices**

Prices for products or services described on the Website or any App may change without notice. We may at any time modify, suspend, restrict, or discontinue any aspect of the Website, the charging network, or any related product or service, temporarily or permanently, without liability to you or any third party.

Any pricing, feature descriptions, promotional terms, charger details, or service information on the Website are subject to change at any time in our sole discretion.

## **Product and Service Disclaimer**

We reserve the right to limit the quantities of any products or services that we offer, and to limit availability by person, region, jurisdiction, site, fleet, or account. All descriptions of products, services, chargers, plans, features, and pricing are subject to change at any time without notice, in our sole discretion.

We do not warrant that any product, service, charger, feature, or information available through the Website will meet your expectations or requirements.

## **Privacy and Data Practices**

Your use of the Website is subject to our Privacy Policy at [\[PRIVACY POLICY URL\]](#).

Eplug may collect names, email addresses, usage information, user charger location information, and other data when users interact with the Website, request information, use services, create an account, or interact with Eplug through third-party systems.

Eplug uses service providers and vendors in connection with its business and Website operations, including analytics, payment, charging, communications, and backend service providers. These may include Google Analytics, Lynkwell, payment processors, software providers, and other vendors that process personal information provided by Eplug and make certain information accessible to Eplug in connection with the services.

Depending on how you use Eplug’s services, your information may also be received by Eplug from charger owners, location owners, fleet operators, employers, municipalities, utilities, and other business partners.

## **Business Partner and Network Data Sharing**

If you access Eplug’s services through a fleet, employer, property owner, municipality, location host, charger owner, roaming partner, software provider, payment provider, or other business partner (each, a “**Business Partner**”), that Business Partner may receive data associated with your use of the services. This may include charging activity, session time, charger identifier, energy dispensed, fees, location, vehicle information, account-related identifiers, access credentials, and related operational or transaction data.

Eplug may also receive information about you from Business Partners and other third parties in connection with account administration, charger operations, site access, billing, reimbursement, fleet management, technical support, customer service, fraud prevention, and network administration.

Business Partners and other third parties are responsible for their own data processing and collection, and privacy practices. Eplug is not responsible for the content, security, or privacy practices of third-party systems, sites, or applications.

## **Third-Party Platform, Features and Links**

Certain features or functionality used to request, initiate, manage, or pay for charging sessions (including functionality available through the Eplug mobile application, authorized third-party systems, or related backend services) may be powered by, integrated with, or provided through third-party platforms or software that Eplug licenses or makes available on a white-label basis (each, a “Third-Party Platform”), such as from Lynkwell. Your use of any Third-Party Platform may be subject to additional terms, policies, and privacy practices provided by the applicable third party, including those located at [www.lynkwell.com/terms-and-conditions/](http://www.lynkwell.com/terms-and-conditions/). To the maximum extent permitted by law, Eplug does not control and is not responsible for the operation, availability, security, performance, or continued availability of any Third-Party Platform, and Eplug makes no warranties regarding any Third-Party Platform. As between Eplug and you, you are solely responsible for your compliance with the third party’s terms and conditions, and EPLUG takes no responsibility or liability for any breach you of any of those terms and conditions.

The Website may contain links to third-party websites or may include third-party services, content, or integrations, including Google Maps, Google Reviews, social media plug-ins, chatbots, embedded tools, analytics tools, and other features.

Eplug does not control and is not responsible for any third-party website, Third-Party Platform, content, terms, policies, security, performance, availability, or data practices. Your use of any third-party feature or linked site is at your own risk and subject to the applicable third party’s terms and policies.

## **User Comments and Feedback**

If you submit comments, ideas, reviews, suggestions, feedback, proposals, or other materials to Eplug, whether online, by email, or otherwise, you agree that Eplug may use, copy, edit, publish, distribute, translate, and otherwise use those materials in any medium at any time without restriction.

Eplug is under no obligation to maintain any comment in confidence, pay compensation for any comment, respond to any comment, or publish any comment.

You agree that your comments will not violate any right of any third party and will not contain unlawful, libelous, defamatory, abusive, threatening, obscene, misleading, or otherwise objectionable material, or any virus, malware, or other harmful code. You are solely responsible for your comments and their accuracy.

Eplug assumes no responsibility and accepts no liability for any comments posted or submitted by you or any third party.

## **Intellectual Property**

The Website and all text, graphics, logos, icons, images, software, code, audiovisual content, design elements, and other materials on the Website, and the selection and arrangement of them, are owned by Eplug, its affiliates, licensors, or content providers and are protected by applicable intellectual property laws.

Subject to these Terms, Eplug grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Website for personal or internal business use only. Except as expressly permitted by these Terms or applicable law, you may not reproduce, distribute, modify, create derivative works from, republish, display, transmit, sell, license, or exploit any part of the Website.

**Eplug** and related names, logos, service names, product names, and slogans are trademarks of Eplug or its licensors. All other marks are the property of their respective owners.

## **Prohibited Uses**

In addition to any other restrictions in these Terms, you may not use the Website or its content:

- for any unlawful purpose;
- to solicit others to perform or participate in unlawful acts;
- to violate any law, regulation, or third-party right;
- to infringe or misappropriate intellectual property or privacy rights;
- to harass, abuse, defame, threaten, or discriminate against any person;
- to submit false or misleading information;
- to upload or transmit viruses, malware, or other harmful code;
- to spam, phish, scrape, crawl, or collect data improperly;
- to interfere with the security or operation of the Website or any related system; or
- to circumvent any security feature or access restriction.

We reserve the right to terminate or restrict your use of the Website or any related service for any prohibited use or suspected prohibited use.

## **Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE AND ALL CONTENT, FEATURES, FUNCTIONALITY, PRODUCTS, SERVICES, AND INFORMATION MADE AVAILABLE THROUGH IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

EPLUG DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, EPLUG DOES NOT WARRANT THAT THE WEBSITE OR ANY CONTENT, FEATURE, SERVICE, OR CHARGING INFORMATION WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, SECURE, ERROR-FREE, OR UNINTERRUPTED, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR ANY SERVER OR SYSTEM USED IN CONNECTION WITH IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EPLUG AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, SERVICE PROVIDERS, AND BUSINESS PARTNERS, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, SAVINGS, DATA, USE, GOODWILL, BUSINESS OPPORTUNITY, VEHICLE FUNCTION, BATTERY PERFORMANCE, OR OTHER INTANGIBLE LOSS, ARISING OUT OF OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY RELATED PRODUCT, SERVICE, OR THIRD-PARTY FEATURE, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EPLUG'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE WEBSITE OR THESE TERMS WILL NOT EXCEED **US\$1000**.

NOTHING IN THESE TERMS LIMITS LIABILITY TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Eplug, its affiliates, and its and their respective officers, directors, employees, agents, licensors, contractors, service providers, successors, and assigns from and against any claims, demands, losses, liabilities, damages, judgments, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to your breach of these Terms, misuse of the Website, violation of law, or infringement of any right of any person or entity.

## **Governing Law and Jurisdiction**

These Terms and any dispute, claim, or controversy arising out of or relating to the Website or these Terms, including non-contractual disputes or claims, are governed by the laws of the State of New York, without regard to conflict of laws rules.

Any legal action or proceeding arising out of or relating to these Terms or the Website must be brought exclusively in the state or federal courts located in New York, New York, and each party irrevocably submits to the jurisdiction of those courts and waives any objection based on venue or forum non conveniens.

## **Limitation Period**

To the extent permitted by law, any claim arising out of or relating to the Website or these Terms must be commenced within one (1) year after the claim arises, or the claim will be permanently barred.

## **Severability and Waiver**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. No waiver by Eplug of any provision or breach will be deemed a continuing waiver of that or any other provision.

## **Entire Agreement**

These Terms, together with the Privacy Policy and any additional terms expressly incorporated by reference, constitute the entire agreement between you and Eplug regarding the Website and supersede all prior or contemporaneous understandings relating to the Website.

## **Contact Information**

Questions about these Terms may be directed to:

**Eplug LLC**

670 Flushing Ave., Suite 103 Brooklyn, NY 11206

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