
GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRIC VEHICLE CHARGING SERVICES

1. General terms and conditions

These general terms and conditions (the “GTC”) are intended to govern the provision of electric vehicle charging services (the “Charging Services”) at Atlante France S.A.S. charging infrastructure on the French territory (the “Charging Infrastructure”), in compliance with the provisions of the French Code de la Consommation (the “Consumer Code”).

These GTC take precedence over all other terms and conditions, unless formally waived and duly accepted by Atlante France S.A.S. In addition, the non-application by Atlante France S.A.S. of any of the provisions contained herein cannot be interpreted as a waiver of the right to avail itself of them at a later date.

Customers who intend to use the Charging Services are required to consult these GTC.

Atlante France S.A.S., as provider of the Charging Services may – at its discretion – modify the GTC, with no requirement to inform Customers in advance. Any changes made will take effect after a period of one (1) month from the date on which they are made available via a link that can be accessed by means of a QR code affixed on the Charging Infrastructure.

2. Provider

The provider of the Charging Services is Atlante France S.A.S. (the “Provider”), a simplified joint stock company with a sole shareholder and with the capital of 7.500.000,00 euros, with registered office at 93 boulevard Hausmann, Paris (75008) registered with the RCS of Paris under number n° 911482628.

Charging Services are rendered for the benefit of the customer(s) (the “Customer(s)”).

3. Scope of this General Terms and Condition

These GTC covers the provision of the Charging Services at the Charging Infrastructure, against payment of the fee set out in Article 6 below by the Customer.

4. Access to the Charging Services

In order to obtain the provision of the Charging Services, Customers are required to follow the instructions that will appear on the Charging Infrastructure display, with no need to register in advance.

At the end of the provision of the Charging Services, Customers will be required to vacate the area in front of the Charging Infrastructure to allow other Customers to use the Charging Services.

5. Electrical power level available

The level of instantaneous electrical power that can be supplied from the charging sockets can reach a maximum equivalent to the value in kW indicated on the Charging Infrastructure.

The maximum power level indicated on the Charging Infrastructure may not actually be delivered due to technical reasons, including but not limited to network congestion or other technical causes related to the vehicle, the state of the battery or the grid connection.

The Provider may not be held liable for the supply of energy at the Charging Infrastructure at a level which is below the maximum level indicated, nor may it be held liable for any damage to the vehicle as a result of absorption of energy beyond the levels allowed for the said vehicle. More generally, under no circumstances can the Provider be held liable for a lack of supply or a limited supply of electricity to the Charging Infrastructure.

6. Fee for the Charging Services

The fee for the Charging Services is calculated on the basis of the number of kWh drawn from the Charging Infrastructure. The said fee is all-inclusive and includes any applicable taxes.

The fee applicable to the Charging Services provided to Customers is calculated by multiplying the number of kWh drawn by the unit cost indicated on the Charging Infrastructure upon the provision of the Charging Services.

Due to frequent modifications to the kWh, the Provider reserves the right to update its prices at any time, without prior notice. Nevertheless, the applicable price will be displayed on the POS screen as the user starts the charging session.

7. Payment methods for the Charging Services

Payment for the Charging Services may only be made by Visa, Mastercard or Maestro payment cards or through other digital payment methods.

Before the start of provision of the Charging Services, pre-authorisation on the Customer's card will be requested for a set amount; once the transaction has been authorised and charge has been completed, payment will be made – within the limit of the pre-authorised amount – by debiting the credit card.

The Provider will not be obliged to deliver the Charging Services ordered by the Customer if pre-authorization on the Customer's payment card or through other digital payment methods used is not granted, in accordance with the conditions above.

8. Assistance service

Customers will find the telephone number to call for any assistance they may require during the provision of the Charging Service or thereafter on the Charging Infrastructure.

Customers can call the Provider at the following numbers:

- Numéro Vert France: +33 805080002
- Foreign Mobile calling from France: : +33 183750725

Or can send an email to the France customer support e-mail address: support.france@atlante.energy

The assistance service is active 24/7.

9. Liability

The Provider may at any time and at its discretion set time and/or access restrictions on one or more of its Charging Infrastructure facilities.

Other than in cases of wilful misconduct and gross negligence, the Provider may not be held liable for direct or indirect harm of any kind caused to the customer or third parties, not directly attributable to the said Provider, such as damage due to changes in the methods, timing and/or conditions of provision of the Charging Services as a result of vehicle, computer or telecommunications systems malfunctions and otherwise as a result of causes attributable to the energy supplier and/or third parties in general.

No warranty shall be owed by the Provider if the Charging Services or the Charging Infrastructure have been modified or repaired by a third party or maintained contrary to the Provider's instructions.

This applies in particular to:

- Improper use, or failure to observe the rules laid down in the operating instructions;
- Any consequences of an attempted repair by a third party not authorized by the Provider.

Any intervention under the warranty shall not have the effect of extending the warranty period.

The Provider makes no warranty as to the suitability of the Charging Services for the Customer's purposes.

Provider's liability is expressly limited to the guarantee set out in the current Article, and the amount of any damages due may in no case exceed the amount of the price actually received by the Provider.

10. Force majeure

Any Provider liability whatsoever is waived for failure in whole or in part to fulfil the obligations assumed as a result of force majeure, as defined by French case law and courts, including but not limited to: measures of the Italian and/or French State and Government, acts of the Public Authorities, legal limitations, epidemics, pandemics, fire, flooding, explosions, mobilisations, riots, strikes, industrial action, power cuts, interruption of telephone lines, lack of fuel oils and others.

The Provider shall be entitled to notify the Customer of its decision either to cancel or to suspend all services for a period equal to that of the impediment caused by the occurrence of a case of force majeure.

11. Protection of personal data

The Customer's personal data will be processed solely in accordance with the French Data Protection Act of January 6, 1978, amended in 2004, and the General Data Protection Regulation (**GDPR**) n°2016/679. Customers can at any time consult the Privacy Notice relating to the electric vehicle charging services, through our website (www.atlante.energy).

Both Provider and Customer represent and warrant to the other party that it will strictly comply with the GDPR for any processing of personal data carried out in connection with these GTC.

Notwithstanding anything to the GTC, the Provider and the Customer shall not incur any contractual liability under these GTC, to the extent that compliance with the GDPR would prevent them from performing any of their obligations under these GTC.

12. Applicable law – Complaints – Judicial protection

This GTC and the current agreement are governed by the laws of France.

In case of translation of the GTC, the French version will prevail.

Any complaints may be made to the Provider by sending an e-mail to support@atlante.energy. The said e-mail address is also displayed on the Charging Infrastructure.

The Provider undertakes to respond to requests received within thirty (30) working days.

The Provider and the Customer shall endeavor to resolve amicably any dispute that may arise between them in connection with the performance, termination or interpretation of the GTC and any sales concluded in application hereof.

Customers may also contact the Provider via the aforementioned e-mail address with any suggestions aimed at improving the Charging Services.

In compliance with the rules of the Consumer Code, for Customers who are also consumers under the definition set out in the Consumer Code, the Court in the place where the customer resides or has stated their address for service has jurisdiction over any disputes relating to the application, implementation and interpretation of these General Terms and Conditions. In all other cases, the Court of Paris has jurisdiction whose jurisdiction is expressly recognized by the Parties.

The Customer

The Customer stipulates that they expressly accept the content of Articles 5 (Electrical power level available), 9 (Liability) and 12 (Applicable law – Complaints – Judicial protection).

The Customer

PRIVACY NOTICE FOR USERS OF ELECTRIC VEHICLE

CHARGING SERVICES

Atlante France S.A.S (the “Provider”), simplified joint stock company with a sole shareholder, subject to the direction and coordination of NHOA S.A., with registered office in 93 boulevard Hausmann, Paris (75008), registered with the RCS of Paris under number n° 911482628, share capital of EUR 29.500.000,00 fully paid-in (“**Atlante France**”), hereby inform you on its processing activities of your personal data (“**Data**”) as part of the usage of electric vehicle charging services (the “**Services**”).

Identity and contact details of the Data Controller

The data controller for the processing activities carried out as part of the usage of the Services (the “Processing”) is Atlante France, which can be contacted:

- by ordinary mail, to the address of the registered office as indicated above;
- by e-mail to privacy@atlante.energy .

Categories and source of the Data processed

The following categories of Data will be processed:

- Identity details (for example, given name, surname, tax code, etc.)
- Contact details (for example, phone number, e-mail address)
- Payment (for example, transactions made using electronic payment instruments)
- Economic and contractual details (for example, information on the use of the Services).

The Data are collected from you, and from service providers that have handled electronic payments.

Purposes and legal basis for the Processing and nature of Data communication

The Processing is carried out in order to:

- Enable you to use the Services. The relevant legal basis is the need to perform contract to which you are a party and/or pre-contractual measures taken at your request.
- Comply with the applicable regulatory obligations. The relevant legal basis is the need to comply with a legal obligation to which Atlante France is subject.

- Manage and maintain the Atlante France internal control and risk management system, including with regard to IT security. The relevant legal basis is Atlante France's legitimate interest in corporate protection.
- Carry out business intelligence activities aimed at the continuous improvement of business processes. The legal basis is Atlante France's legitimate interest in improving its processes.
- Exercise and/or defend the rights and legitimate interests of Atlante France in court and/or out of court. The relevant legal basis is Atlante France's legitimate interest in protecting its objectives.

The communication of Data for these purposes is necessary to enable you to use the Services, as well as to fulfil regulatory obligations. Therefore, if the Data is not provided, you will be unable to use the Services.

Categories of recipients of the Data

The Data may be communicated to:

- Providers of services instrumental to the pursuit of the aforementioned purposes, including IT and online service providers, tax and legal consultants, as well as payment management service providers.
- Other companies of the business group to which Atlante France belongs, for administrative and/or accounting purposes.
- Authorities and/or public bodies, to which the Data must be communicated in accordance with mandatory rules and/or for the exercise and/or defense of rights and/or legitimate interests.

Atlante France does not intend to transfer the Data to recipients located in countries outside the European Economic Area or to international organizations. If this occurs, Atlante France will ensure that such transfer complies with the legislation on the protection of personal data, as interpreted by the Court of Justice of the European Union and taking into account the recommendations of the European Data Protection Board.

Data retention period

The Data will normally be retained for a maximum of ten years from the provision of the Services.

Atlante France maintains the right to retain the Data for a further period where this is necessary to comply with regulatory obligations and/or exercise and/or defend legitimate rights and/or interests in court and/or out of court.

Your rights

You are entitled to request from Atlante France access to and rectification or erasure of the Data or restriction of processing of the Data or to object to processing as well as to the right to data portability.

You can exercise these rights by contacting Atlante France at the addresses indicated above.

Finally, you have the right to lodge a complaint with the competent supervisory authority (in France, the CNIL - *Commission Nationale de l'Informatique et des Libertés*).