
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 Italia S.r.l. charging infrastructure on the Italian territory (the “Charging Infrastructure”), in compliance with the regulations set out in Legislative Decree 206/2005 and subsequent amendments and additions (the “Consumer Code”).

These GTC take precedence over all other terms and conditions, unless formally waived and duly accepted by Atlante Italia S.r.l.. In addition, the non-application by Atlante Italia S.r.l. 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 general terms and conditions.

These general terms and conditions (the “General Terms and Conditions”) apply both in the event that the customer is a “consumer or user” in accordance with Art. 3(1a) of the Consumer Code, i.e. a natural person acting for purposes unrelated to their commercial, entrepreneurial, craft or professional business, and in the event that the customer is a “professional” in accordance with Art. 3(1c) of the Consumer Code, i.e. a natural or legal person running their entrepreneurial, commercial, craft or professional business, or their intermediary.

Atlante Italia S.r.l. as provider of the Charging Services may – at its discretion – modify the General Terms and Conditions, with no requirement to inform customers in advance. Any changes made will take effect as of 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 Italia S.r.l. (the “Provider”), a sole shareholder Italian limited liability company, subject to the direction and coordination of NHOA S.A., with registered office in Italy, Milan, Piazzale Lodi 3, registration number with the companies register of Milan Monza Brianza Lodi, tax payers’ code and VAT Number 04669150163, share capital of EUR 7,500,000.00 fully paid-in.

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

Access to the provision of the Charging Services is permitted solely to Customers aged over 18 years.

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 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. Price of 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.

7. Payment methods for the Charging Services

Payment for the Charging Services may only be made by Visa, Mastercard or Maestro credit and debit cards or by means of different digital payment methods.

Before the start of provision of the Charging Services, pre-authorization on the Customer's card or different payment mean used will be requested for a set amount; once the transaction has been authorized and charge has been completed, payment will be made – within the limit of the pre-authorized 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 credit or debit card is not granted, in accordance with the conditions above.

8. Support Services

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 in any case call the Provider at the following telephone numbers:

From Italy (Green Number):

(+39) 800 961 624

Foreign Mobile calling from Italy

+390282952111

Customer Service is available 24 hours a day and 7 days a week.

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 willful 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 Italian case law and courts, including but not limited to: measures of the Italian State and Government, acts of the Public Authorities, legal limitations, epidemics, pandemics, fire, flooding, explosions, mobilizations, 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, in whole or in part, all services for a period equal to that of the impediment caused by the occurrence of a case of an event of force majeure.

11. Protection of personal data

The Customer's personal data will be processed solely in accordance with current legislation on the processing of personal data and with the Privacy Notice attached to these GTC. The Privacy Notice can be consulted at any time, via a link that can be accessed by means of our website (www.atlante.energy).

12. Applicable law – Complaints – Judicial protection

This agreement is governed by the laws of Italy.

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 30 working days.

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 Milan has jurisdiction.

The Customer

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

The Customer

PRIVACY NOTICE FOR USERS OF ELECTRIC VEHICLE

CHARGING SERVICES

Atlante Italia S.r.l. (the “Provider”), a sole shareholder Italian limited liability company, subject to the direction and coordination of NHOA S.A., with registered office in Italy, Milan, Piazzale Lodi 3, registration number with the companies register of Milan Monza Brianza Lodi, tax payers’ code and VAT Number 04669150163, share capital of EUR 7.500.000,00 fully paid-in (“Atlante Italia”), 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 Italia, 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 Italia is subject.
- Manage and maintain the Atlante Italia internal control and risk management system, including with regard to IT security. The relevant legal basis is Atlante Italia’s legitimate interest in corporate protection.

• Carry out business intelligence activities aimed at the continuous improvement of business processes. The legal basis is Atlante Italia's legitimate interest in improving its processes.

• Exercise and/or defend the rights and legitimate interests of Atlante Italia in court and/or out of court. The relevant legal basis is Atlante Italia'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 Italia 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 Italia 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 Italia 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 Italia 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 Italia 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 Italia at the addresses indicated above.

Finally, you have the right to lodge a complaint with the competent supervisory authority (in Italy, the Personal Data Protection Authority).