
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 Infra Switzerland SA (“**Atlante Switzerland**” or the “**Provider**”) charging infrastructure on the Swiss territory (the “**Charging Infrastructure**”), in compliance with the applicable laws and regulations.

These GTC take precedence over all other terms and conditions, unless formally waived and duly accepted by Atlante Switzerland. In addition, the non-application by Atlante Switzerland 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 (“**Customers**”) are required to consult these GTC.

Atlante Switzerland 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 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 Switzerland, a Swiss company, with registered office in Via Maggio 1, 6900 Lugano, Switzerland (CHE-207.952.316).

3. Scope of these General Terms and Conditions

These GTC cover 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 means 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 or debit 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 Services or thereafter on the Charging Infrastructure.

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

From Switzerland (Green Number):

+41 800100186

Foreign Mobile calling from Switzerland:

+41 435778155

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 Swiss case law and courts, including but not limited to: measures of the Swiss state and cantons and their governments, 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 (<https://atlante.energy/terms-conditions/>).

12. Applicable law – Complaints – Judicial Protection

These GTC are governed by the substantive laws of Switzerland.

Any complaints may be made to the Provider by sending an e-mail to atlante.swiss@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 Article 32 of the Swiss Civil Procedure Code, for Customers who are also consumers under said article, the court in the place of the Customer's domicile or –at the Customer's discretion – the court at the domicile of the Provider has jurisdiction over any disputes relating to the application, implementation and interpretation of these GTC. In all other cases, the ordinary courts of Lugano have jurisdiction.

The Customer stipulates that it expressly accepts the content of Articles 5 (Electrical Power Level Available), 9 (Liability) and 12 (Applicable law – Complaints – Judicial protection).