

## General Conditions of Use of Application “myAtlante”

### 1. Definitions

<b>Account</b>	refers to the account that each User must create in order to use Atlante's Services through the Application. This Account allows Users to recharge their electric vehicle via the App and manage information relating to the Services. Only one Account may be created per User. The User is solely responsible for the confidentiality and use of their login credentials. Consequently, all transactions made through the App are considered to have been carried out by and on behalf of the User.
<b>App or Application</b>	refers to the myAtlante mobile application, which can be downloaded free of charge from Google Play and the Apple App Store.
<b>Atlante</b>	refers to Atlante S.r.l., an Italian limited liability company, with a sole shareholder, subject to the management and coordination of NHOA S.A., with registered office in Milan, Piazzale Lodi 3, registered in the Milan Companies Register, tax code and VAT number 12023950962, share capital of € 12,000,000.00 fully paid up, e-mail <a href="mailto:support@atlante.energy">support@atlante.energy</a> .
<b>Atlante Go</b>	refers to the subscription offered by Atlante France S.A.S., Atlante Iberia S.L.U. and Atlante Italia S.r.l. to Users registered with the French, Spanish and Italian Organisation Unit who recharge at Atlante-branded charging stations and/or operated by any member of the ChargeLeague (Ionity GmbH, Fastned B.V. and Electra S.A.S.) available in France, Spain and Italy.
<b>Charging Infrastructure</b>	refers to the infrastructure for recharging electric vehicles installed, supplied and managed by Atlante, a Subsidiary or by CPOs.
<b>CPO</b>	refers to any operator of electric vehicle charging stations with which Atlante has entered into partnership agreements, allowing its Users to access, via the App, the charging stations operated by these operators. These charging stations are not owned or operated by Atlante and, therefore, their use is subject to the terms and conditions of use established by the CPO in question.
<b>GCU</b>	refers to these general terms and conditions of use of the App.
<b>Payment Method</b>	refers to the payment method chosen and registered by the User.

<b>Promotions</b>	refers to promotional initiatives decided by Atlante through specific initiatives, as described from time to time at <a href="https://atlante.energy/myatlante-app/">https://atlante.energy/myatlante-app/</a> .
<b>Remote Charging Session Service</b>	refers to the charging session that can be started by the User via the App or with the RFID card.
<b>RFID Card</b>	refers to the electronic card linked to the electronic Payment Method registered in the App, which can be requested by the User in the dedicated section of the App.
<b>Service Provider</b>	refers to back-end service providers, including Deftpower B.V. and/or the Subsidiaries.
<b>Services</b>	refers to the services provided by Atlante via the App.
<b>Subsidiaries</b>	refers to the companies controlled by Atlante, which are: <ol style="list-style-type: none"><li>1. Atlante Italia S.r.l., an Italian limited liability company, with a sole shareholder, subject to the management and coordination of NHOA S.A., with registered office in Milan, Piazzale Lodi 3, registered in the Milan Companies Register, tax code and VAT number 04669150163, share capital of € 7,500,000.00 fully paid up, e-mail <a href="mailto:support@atlante.energy">support@atlante.energy</a>, with regard to the Services provided in Italy;</li><li>2. Atlante Iberia SL, a limited liability company under Spanish law with a sole shareholder, subject to the management and coordination of NHOA S.A., with registered office in Spain, Barcelona, Avenida de Madrid 95, registered in the Barcelona Companies Register on Sheet B-576650, Volume 48227, Page 164, share capital of € 504,000.00 fully paid up, e-mail <a href="mailto:support.iberia@atlante.energy">support.iberia@atlante.energy</a>, with regard to Services provided in Spain;</li><li>3. Atlante France SAS, a French company, subject to the direction and coordination of NHOA S.A., with registered office in 40, rue la Boétie 75008 Paris, France, registration number with the companies register of Paris 911 482 628, share capital of EUR 38,600,000.00 fully paid-in, e-mail <a href="mailto:support.france@atlante.energy">support.france@atlante.energy</a>, as for the Services provided in France;</li><li>4. Atlante Infra Portugal, S.A., a Portuguese company, subject to the direction and coordination of NHOA S.A., with registered office in Edifício Cyprum, Avenida 25 de Abril de 1974, n.º 15B Piso 2, Escritório C 2795-195 Linda-a-Velha, Oeiras, registration number with the national register of collective persons under no. 513989536, share capital of EUR 140,000.00, e-mail</li></ol>

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[support.portugal@atlante.energy](mailto:support.portugal@atlante.energy), as for the Services provided in Portugal;

5. Atlante Infra Switzerland SA, a Swiss company with registered office in Via Maggio 1, 6900 Lugano, Switzerland (CHE-207.952.316), share capital of CHF 300.000,00 fully paid-in, e-mail [support@atlante.energy](mailto:support@atlante.energy), as for the Services provided in Switzerland.

## User

refers to a consumer or a professional within the meaning of the applicable legislation of the country in question and, in particular, with regard to Subsidiaries:

- An Italian consumer who is, according to the Italian Consumer Code, any natural person who acts for purposes unrelated to the entrepreneurial, commercial, craft or professional activity carried out.
  - An Italian professional who is, pursuant to the Italian Consumer Code, a natural or legal person acting in the exercise of his business, commercial, craft or professional activity, or his intermediary.
  - A French consumer who is, in compliance with the introductory article of the French Consumer Code, any natural person acting for purposes that do not fall within the scope of his or her commercial, industrial, craft, liberal or agricultural activity.
  - A French professional who is, in compliance with the introductory article of the French Consumer Code, any natural or legal person, public or private, acting for purposes within the scope of its commercial, industrial, craft, liberal or agricultural activity, including when acting in the name or on behalf of another professional.
  - A Spanish consumer who is, according to the General Law for the Defense of Consumers and Users, any natural person acting for purposes other than their trade, business, craft or profession. Additionally, for the purposes of the referred rule, consumers are also legal persons and unincorporated entities acting on a non-profit basis outside a commercial or business activity.
  - A Spanish professional who is, according to the General Law for the Defense of Consumers and Users, any natural or legal person, whether private or public, acting directly or through another person on his own behalf or at his direction, for a purpose related to his trade, business, craft or profession.
  - A Portuguese consumer who is, in accordance with the applicable laws (including art. 2 paragraph 1 of the Portuguese Consumer Law – Law no. 24/96, as amended), any person to whom goods are supplied, services rendered, or any rights transmitted, intended for non-professional use, by a person engaged in economic activity with a professional character aimed at obtaining benefits.
  - A Portuguese professional who is, in accordance with the applicable laws (including art. 2 paragraph 1 of the Portuguese Consumer Law – Law no. 24/96, of July 31<sup>st</sup>, as amended), any person engaged in economic activity with a professional character aimed at obtaining benefits.
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- In case of a Swiss consumer within the meaning of this term as understood in practice and in the case law of the Swiss courts with regards to Article 8 of the Federal Act on Unfair Competition, Article 32 of the Swiss Civil Procedure Code and Article 120 of the Federal Act on Private International Law.

## **2. Scope**

These GCU apply to the charging services offered by Atlante via the App with regard to the Services provided directly and/or, even in part, through Service Providers.

The contract between Atlante and the User is considered concluded upon acceptance of these GCU by the User at the time of creating an Account.

These GCU define the terms and conditions of use of the App and the features contained therein for the use of the Charging Infrastructure under the 'Atlante' brand or other CPOs, in accordance with the provisions of the law of the country in which the Charging Infrastructure is located (and, therefore, in the case of Atlante charging stations, French, Italian, Portuguese, Spanish or Swiss law, including, where applicable, the relevant French Consumer Code, Italian Consumer Code, Spanish Consumer Code, Portuguese Consumer Code and applicable Swiss law).

By accessing and using the App or any of its features on any computer, smartphone, tablet or other device, the User confirms that he/she has carefully read and accepted these GCU.

## **3. Terms and Conditions for the Use of the Charging Infrastructures**

The User acknowledges and accepts that specific terms and conditions for use of the Charging Infrastructures are available on the Charging Infrastructure and accessible through each CPOs website.

## **4. Access to App Services**

To use the App, it is necessary to download the App through access to the store of your device (such as Apple App Store or Google Play Store), register and create your own Account. The use of the App requires access to the internet and/or a mobile connection for smartphones, the costs of which are linked to the existing contract with each provider of such connections.

The App is compatible with devices running Android version 5.0 or higher and Apple iOS version 13.0 or higher. The App has been tested and is designed to function optimally with the standard features of the supported operating systems. However, compatibility with certain hardware configurations or custom software environments may be limited. Please ensure your device meets the minimum requirements for storage, and network connectivity to avoid performance issues. Any limitations on interoperability with third-party apps or services may depend on your device's specific settings or configurations.

The App does not currently include any significant technical protection measures restricting its use. This means there are no built-in restrictions, such as limitations on the number of devices where the App can be installed, regional access restrictions, or requirements for specific hardware beyond the standard operating system versions (Android 5.0+ and iOS 13.0+). The App can be freely used on any compatible device that meets the minimum system requirements.

## **5. Services Offered by the App and Possible Changes**

Once you have logged in to the App and confirmed that your Account has been created, you will be able to access the Services in the App.

The services that the User can access through the use of the App are:

- search and locate any Charging Infrastructure belonging to the Atlante network and/or owned by other available CPOs included in the App, through a roaming service;
- find road directions towards the selected Charging Infrastructure;
- receive information about the technical characteristics of the Charging Infrastructures available in the specific location, such as maximum power output, types of available connectors, pricing;
- see real-time availability of the Charging Infrastructure status and relevant charging price;
- start a Remote Charging Session Service via App or RFID Card on any of the charging point of any Charging Infrastructure visible on the App;
- pay the fee associated with the Remote Charging Session Service via electronic payment (credit or debit card) or via the RFID Card;
- receive the receipt related to the charging sessions issued by Atlante or its Service Provider; and
- monitor all the charging sessions started via the Remote Charging Session Service, as well as all its related fees.

The App features, the Services and the fees might change for the following reasons:

- depending on the prices offered by the relevant CPOs;
- the development or change of the Services and the App;
- change in the technical and commercial costs incurred for the provision of the Services and the App and/or change in the competitive environment that impacts the commercial proposal related to the Services and the App as well as for supervening technical or management needs, the details of which will be communicated at the time of any adjustment;
- legal or regulatory reasons;
- in order to comply with any changes in law and/or regulations, as well as in the event of judgments or other decisions issued by the competent judicial or administrative authorities;
- security reasons; or
- in case of reorganization of the way Atlante runs its business, including merging with another brand or service.

Price adjustments will only affect future payments. In case the User does not want to pay a different price for the relevant Service, the User can terminate the contractual relationship with Atlante as communicated at the time of any adjustment.

If Atlante changes these GCU in a way that will impact the User's legal rights or obligations, Atlante will notify the User and give him/her the opportunity to read the new terms before such changes take effect, unless an update needs to be implemented quickly to reflect a sudden change to the Service, or for security, legal or regulatory reasons (in which case Atlante will notify the User of the changes as soon as Atlante can). If Atlante reasonably considers that any change to these GCU will negatively impact the User's legal rights or obligations in a significant way, Atlante will provide him/her with at least 30 (thirty) days' notice of these changes and explain how to let Atlante know if the User refuses to accept the new terms. If the User refuses to accept the new GCU before the changes are due to take effect, the User will be entitled to terminate the contractual relationship with Atlante by deleting the Account from the relevant section in the App and uninstalling the App from the device. If the User does not refuse to accept any such changes before they take place, Atlante will take that as an acceptance of the changes.

## **6. Commercial Promotions**

- 6.1 Registration with the App allows the User to benefit from the Promotions offered by Atlante, as described from time to time at <https://atlante.energy/myatlante-app/>. Please refer to this web page for a detailed description of the applicable benefits and their duration.
- 6.2 There are three types of Promotions:

- Promotional codes to be entered in the appropriate section of the App before proceeding with payment for a recharge session;
- Green Gems accumulated at the end of recharge sessions or other actions as may be specified at <https://atlante.energy/myatlante-app/>;
- For French, Spanish and Italian Users only, the option to subscribe to Atlante Go in accordance with the General Terms and Conditions of Use of the Subscription available at this link <https://atlante.energy/myatlante-app/>.

6.3. Green Gems credited to a User's wallet are subject to an expiration date.

If the User has not recharged the wallet or used any Promotional codes by August 28<sup>th</sup>, all Green Gems available in the wallet shall expire on that date.

If, on or before August 28<sup>th</sup>, the User duly completes a charging session via myAtlante App or increases the credit available in the wallet also through vouchers, the expiration date of all Green Gems available in his/her wallet shall be extended to six (6) months from the date of the last recharge or voucher use.

Each subsequent recharge or use of a voucher shall reset the expiration date accordingly.

Upon expiration, all unused Green Gems shall be automatically removed from the User's wallet and shall not be recoverable.

6.4 If the User decides to withdraw from this contract and cancel their Account, they will no longer be able to enjoy the benefits described in this article.

6.5 The Promotions referred to in this article apply to all Users of the App, with the exception of customers classified as Business-to-Business ('B2B') with whom Atlante has entered into ad hoc contracts. An exception is made for B2B customers located in Portugal, to whom the Promotions apply under the same conditions as those provided for end users (Business-to-Consumer), as described in the previous points of this article.

## 7. Fees of Services Offered by the App

The User's registration to the App is free.

The use of the Remote Charging Session Service requires the payment of a fee, which will be published on the App for each Charging Infrastructure as in force from time to time.

The said fee is all-inclusive and includes any applicable taxes.

The fee applicable to the Remote Charging Session Service provided to the Users can be calculated by using one of the following methodologies:

- multiplying the kWh taken from the Charging Infrastructure by the relative unit cost indicated on the App at the time of the Service's supply;
- multiplying the minutes in which the vehicle has been connected to the Charging Infrastructure by the relative unit cost indicated on the App at the time of the Service's supply;
- charging a fixed fee - indicated on the App at the time of the Service's supply - when a Remote Charging Session starts; or
- a combination of the above methodologies.

Additional fees may be applied in specific situations, such as when the electric vehicle remains connected to the Charging Infrastructure without a charging session being started or in course or after being completed. Any additional fee is displayed to the User on the App before the start of the Remote Charging Session Service. Without prejudice to other penalties and remedies provided by applicable laws, lack of payment of any of the required fees will result in the block of the User's Account and/or non-availability of the Remote Charging Session Service.

## 8. Electrical Power Level Available

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

The maximum recharging power level of the Charging Infrastructure may not be fully delivered due to technical reasons, including but not limited to causes related to the characteristics of the electric vehicle, the state of the battery, the operating ambient temperature or any other cause related to the local electrical grid load or connection.

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

## **9. Payment and Invoices of the Remote Charging Session Service**

Payment of the Remote Charging Session Service can be made via the App through the payment service provided by Embed B.V.. Eligible Payment Method is electronic payment (credit or debit cards) or other agreed Payment Methods.

In order to use the Remote Charging Session Service, the User must first choose the Payment Method in the App.

At the time of recharging, Atlante – directly or through its Service Provider above – will carry out a pre-authorization as a deposit – subject to positive verification of the possibility of providing the Service to the User – to check the capacity of the Payment Method registered on the App. Pre-authorization means a temporary block of a fixed amount on the Payment Method. The pre-authorization amount may vary depending on the country where the charging session takes place, the local energy cost, and the average battery capacity of EVs currently available on the market.

Following the completion of the Remote Charging Session, the amount owed by the User is debited from the registered Payment Method net of the pre-authorized amount. Therefore, if the amount owed by the User is lower than the pre-authorized amount, the difference will be released back to the User. If the amount owed by the User is higher than the pre-authorized amount, an additional amount will be debited to the same Payment Method.

The receipt and invoice is made available to the User by (i) Atlante or its Subsidiary, with regard to Charging Infrastructures located in Italy, France, Spain, Portugal, Switzerland or (ii) by its Service Provider Deftpower B.V., with regards to Charging Infrastructures located in a country not above mentioned, through the App and via e-mail, and it will show the charges and/or any credits due to the User, specifying the related Services used.

In particular, Atlante reserves the right to engage Deftpower B.V. as back-end service provider for the management of payments and invoicing relating to Remote Charging Sessions on Charging Infrastructures located other than Italy, Spain, Portugal, France and Switzerland as well as the adaptation of the relevant services in accordance with local regulations in each relevant country.

## **10. RFID Card**

The User may request the RFID Card in the appropriate "*Charging Cards*" section of the App menu.

The RFID Card request and delivery has the cost for the User indicated in the relevant menu of the App.

In order to be activated, the RFID Card must be associated with the User's profile via the appropriate section of the App and must always allow the necessary credit deduction to allow the Remote Charging Session. Once the RFID Card has been requested, the relevant lump sum cost of issuance and delivery will be charged as per the Payment Method indicated by the User.

The same fees set out in Article 7 – Fees of Services offered by the App –, apply in case of use of the RFID Card. The RFID Card allows the User to start, end and pay a Remote Charging Session Service. In order to use the RFID Card, the User shall place the card on the reader located at the charging station to activate the Remote Charging Session, without opening the App. The amount due for the Remote Charging Session activated or disconnected by RFID Card will in any case be charged to the Payment Method registered by the User in the App.

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### **11. Obligations of the User**

As part of the use of the App, the User undertakes to: provide truthful, complete and accurate information at the time of use of the App and to update them in case of change, not to use the App for fraudulent purposes or not provided for by these GCU, not to usurp the identity of others or to try to access an Account other than your own, not to perform system analysis similar to reverse engineering, not to download viruses or files potentially dangerous to the integrity of the App, no longer create other Accounts to access the App.

The User also undertakes to keep the App updated to the latest available version to ensure proper functioning and to maintain compatibility with the App's Services and rectify any inaccurate information provided during registration or App use. The App provides functionality for the User to review and correct any incorrect or outdated data. The Users shall use and safeguard their RFID Card with due diligence and promptly inform Atlante in case of loss or theft.

Any failure by the User to comply with any of the above-mentioned obligations may result in the deletion of his Account by Atlante, subject to any compensation that Atlante may have the right to request, and prosecution should the conduct be considered a criminal offence.

### **12. Credentials to Access the App**

The User has confidential and secure access to his/her Account through the identification and password. The User is responsible for the password he/she chooses at the time of registration and undertakes not to share it with others.

In no case can Atlante be held responsible for the consequences of fraudulent use of the password by third parties.

### **13. Intellectual Property**

All intellectual property rights relating to the App and all its components (including software, copyright, logo "Atlante") belong fully to Atlante as proprietor or legitimate licensee.

The User undertakes not to violate these rights. The User undertakes not to make available to unauthorized third parties the documentation relating to the App, directly or indirectly, in any way, in any form and for any reason.

By accepting these GCU, Atlante grants the User, for his/her needs, a personal right, not transferable and not exclusive to the use of the App (the "**License**").

In particular, the User is prohibited: to make copies of the App or any element of the App, to distribute to third parties copies of the App or its content, to use the App specifications to create or allow the creation of a program having the same purpose, modify, alter, revise or decompile the App for any purpose, use his/her password and/or identifier for purposes other than the mere purpose of authentication, assign, rent, sublet or transfer the License of use to third parties without the prior written consent of Atlante, not respecting the functionality of the App.

The License of use excludes the granting of any other right and does not in any case entail the right to make any act not expressly authorized, in particular translation rights, adaptation, arrangement or any other modification of the App and/or its components, also within its contractual purpose.

Atlante is authorized to carry out, at any time and without notice, control of the use by the User of the App, in order to verify compliance with the License granted to him/her.

### **14. Limitations of Liability**

Atlante is not responsible for the veracity of the data that Users enter in the App, which is their sole responsibility. Atlante shall in no case be held liable for any financial difficulties encountered by the User and/or for any mismanagement of its treasury.

Atlante assures the normal functionality of the App, without prejudice to the fact that under no circumstances can it be held responsible for any breakdowns or interruptions of the App due to

maintenance, technical problems, Internet network congestion, failure of any other transmission system and force majeure events (by way of example and not exhaustive: State and public administration measures, acts of the public authority, legal restrictions, pandemics and epidemics, fires, floods, explosions, mobilizations, riots, strikes, industrial disturbances, lack of electricity, interruption of telephone lines and others), which could prevent the correct functioning of the App and/or in case of lack or unavailability of the charging network or Charging Infrastructure and/or relevant parking slots.

Atlante shall not be liable for any misconduct of the Services caused by the provision of incorrect information or that has not been updated by the User.

Atlante shall not be liable for any interruption of the Services or any damage related to a third party's intrusion or fraudulent behaviour in the system or the unlawful extraction of data, despite the use of security means in accordance with current standards.

In no case can Atlante be held responsible for the use of the RFID Card by unauthorized third parties. Other than in cases of wilful misconduct and gross negligence, Atlante shall not be held liable for direct or indirect harm of any kind caused to the User or third parties, not directly attributable to Atlante.

Atlante's liability is expressly limited to the assurances 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 Atlante (also through its Service Provider) for the provision of the Services.

## 15. Protection of Personal Data

Your personal data will be processed exclusively in compliance with the current legislation on the processing of personal data i.e., with the General Data Protection Regulation no. 2016/679 ("GDPR") and the local data protection laws applicable in the country of the User as indicated in the attached Annexes. Information relating to the data controller, the category of data processed, the purpose and legal basis of the processing, the retention period and the rights of the User can be found in the Privacy Notice on the processing of personal data relating to Users attached hereto in English and local languages (French, Italian, Spanish, Portuguese and German) and in the App by accessing to "Settings" section.

## 16. Duration

The registration to the App is effective from the receipt by the User of the e-mail confirmation of the creation of his/her Account, for an indefinite time.

You can cancel your Account via the dedicated App section at any time or by contacting the Atlante team by sending an e-mail to the e-mail address indicated at Article 20 below.

Without prejudice to the User statutory rights, Atlante may, without notice, temporarily or permanently suspend or cancel the User's Account or impose limits on or restrict the User's access to parts or all of the User's Account or the Services or the App:

- if the User violates, or Atlante reasonably believes the User is about to violate, these GCU, including any incorporated agreements, policies or guidelines;
- in response to requests by law enforcement or other government agencies under valid legal process;
- due to unexpected technical or security issues or problems; or
- if the User's Account shows extended periods of inactivity in accordance with Atlante's account deletion policy.

If Atlante permanently suspends or terminates the User's Account, Atlante will notify the User in advance and allow the User reasonable time to access and save information, files, and content associated with the User's Account unless Atlante has reason to believe that continued access to the User's Account will violate applicable legal provisions, requests by law enforcement or other government agencies, or cause damage to Atlante or to third parties.

## **17. Force Majeure**

Any Atlante liability whatsoever is waived for failure in whole or in part to fulfil the obligations assumed as a result of force majeure as respectively defined in the attached Annex by the involved Country, including but not limited to: measures of the relevant country's 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.

Atlante shall be entitled to notify the User of its decision either to delete or to suspend, in whole or in part, the Services for a period equal to that of the impediment caused by the occurrence of a case or an event of force majeure.

## **18. Applicable Law - Complaints - Judicial Protection**

This Agreement shall be governed by Italian law, save in case a User is a consumer, in which case the law of his/her place of residence or domicile shall apply.

Any complaint must be addressed to Atlante by sending an e-mail to the e-mail address indicated at Article 20 below.

The User may also contact Atlante at the e-mail address mentioned above for any suggestions aimed at improving the Services in the App.

For any dispute relating to the Application, execution and interpretation of these GCU, please take in consideration the country specific and applicable provisions in the relevant attached Annex.

## **19. Severability Clause**

These GCU neither exclude nor limit any of the User mandatory rights in the country of residence that cannot by law be waived. If a provision of these GCU is found to be invalid, the remaining provisions will not be affected, and the invalid provision will be replaced with a valid provision that comes close to the result and purpose of these GCU.

## **20. Contacts**

For any help or question regarding the use of the Services or Atlante's Charging Infrastructures, the User can contact Atlante at the Customer Support.

Please find attached the detailed contact listed in Annex per Country (ITALY, FRANCE, SPAIN, PORTUGAL and SWITZERLAND).

In case of Charging Infrastructures of other CPOs, please refer to the relevant QR Code and indications of the Customer Support of relevant CPO displayed on each Charging Infrastructure.

## **21. Express Acceptance Clause**

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the User declares that they have carefully read and expressly approve Articles 5, 7, 9, 11, 13, 14, 16, 17 and 19 of these GCU.

**Last updated 14/04/2026**

## Annex 1 - ITALY

For User of Charging Infrastructure in Italy please refer to the following specifications:

### **Art. 15 Protection of Personal Data**

Legislative Decree no. 196 of 30 June 2003 ("Code on the protection of personal data") as amended by Legislative Decree 101 of 2018.

### **Art. 17 Force Majeure**

In accordance with articles 1256 and 1463 of Italian Civil Code.

### **Art. 18 Applicable Law - Complaints - Judicial Protection**

In the case of a User who is also a consumer in accordance with the Italian Consumer Code, any dispute relating to the Application, execution and interpretation of these GCU shall be brought before the court of the place of his/her place of residence or domicile.  
The Court of Milan is competent for all other cases.

### **Art. 20 Customer Support Details**

+39800961624 Toll-free number for landline calls  
+390282952111 for calls from mobile number from Italy  
E-mail: [support@atlante.energy](mailto:support@atlante.energy)

## Annex 2 – FRANCE

For User of Charging Infrastructure in France please refer to the following specifications:

### **Art. 15 Protection of Personal Data**

French Data Protection Act of January 6, 1978, amended in 2004.

### **Art. 17 Force Majeure**

In accordance with article 1218 of the French Civil Code in force since 01<sup>st</sup> October 2016.

### **Art. 18 Applicable Law - Complaints - Judicial Protection**

In the case of a User who is also a consumer in accordance with the French Consumer Code, any dispute relating to the Application, execution and interpretation of these GCU shall be brought before the court of his/her place of residence or domicile.

The Commercial Court of Paris is competent for all other cases.

### **Art. 20 Customer Support Details**

+33805080002 Toll-free number for landline calls

+ 33183750725 for calls from mobile number from France

E-mail: [support.france@atlante.energy](mailto:support.france@atlante.energy)

### Annex 3 – SPAIN

For User of Charging Infrastructure in Spain please refer to the following specifications:

#### **Art. 15 Protection of Personal Data**

Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee of digital rights.

#### **Art. 17 Force Majeure**

According to the Art.1.105 of the Spanish Civil Code, apart from the cases expressly mentioned in the Spanish Law and those in which the obligation so declares, no one shall be liable for those events that could not have been foreseen or, if foreseen, were unavoidable.

#### **Art. 18 Applicable Law - Complaints - Judicial Protection**

In the case of a User who is also a consumer in accordance the General Law for the Defense of Consumers and Users, any dispute relating to the Application, execution and interpretation of these GCU shall be brought before the courts corresponding to the User's domicile.

The Commercial Court of Barcelona is competent for all other cases.

#### **Art. 20 Customer Support Details**

+34900423533 Toll-free number for landline calls  
+34911233173 for calls from mobile number from Spain  
E-mail: [support.iberia@atlante.energy](mailto:support.iberia@atlante.energy)

## Annex 4 – PORTUGAL

For User of Charging Infrastructure in Portugal please refer to the following specifications:

### **Art. 15 Protection of Personal Data**

Law 58/2019, of August 8, on Personal Data Protection.

### **Art. 17 Force Majeure**

In accordance with articles 790 and 792 of Portuguese Civil Code, as applicable to the case, without prejudice to the terms set in article 17 of these GCU.

### **Art. 18 Applicable Law - Complaints - Judicial Protection**

In the case of a User who is also a consumer in accordance the Portuguese Consumer Laws, any dispute relating to the Application, execution and interpretation of these GCU shall be brought before the courts corresponding to the User's domicile.

In accordance with the rules of Portuguese legislation on consumer rights, in the case of a User who is also a consumer resident in Portugal, any dispute of low economic value (of less than the threshold of competence of the court of first instance, i.e. 5,000.00 euros) relating to the Application, execution and interpretation of these GCU may be mandatorily submitted to an alternative dispute resolution body for a mediation or arbitration process, if the User so wishes. The User, who is also a consumer resident in Portugal, may be represented by a lawyer or solicitor in said proceedings and may request legal aid in the event of financial need, under the terms of the applicable legislation.

A complete list the complete list of alternative dispute resolution entities competent to receive requests for mediation or compulsory arbitration related to minor disputes and the links to their websites can be consulted [here](#).

The District Court of Lisbon is competent for all other cases.

### **Art. 20 Customer Support Details**

+351800296929 Toll-free number for landline calls

+351234246050 for calls from mobile number from Portugal

E-mail: [support.portugal@atlante.energy](mailto:support.portugal@atlante.energy)

## Annex 5 – SWITZERLAND

For User of Charging Infrastructure in Switzerland please refer to the following specifications:

### **Art. 15 Protection of Personal Data**

Federal Act on Data Protection (Data Protection Act, FADP) of 25 September 2020 (SR 235.1) and Ordinance on Data Protection (Data Protection Ordinance, DPO) of 31 August 2022 (SR 235.11).

### **Art. 17 Force Majeure**

According to Federal Court case law: An unforeseeable, extraordinary event that strikes completely unexpectedly from outside with unavoidable force.

### **Art. 18 Applicable Law - Complaints - Judicial Protection**

In the case of a User who is also a consumer in the sense of Article 32 of the Swiss Civil Procedure Code, any dispute relating to the Application, execution and interpretation of these GCU shall be brought before the court of the place of his/her domicile or – at the User's discretion – the court at the domicile of Atlante Infra Switzerland SA.

The ordinary courts of Lugano are competent for all other cases.

### **Art. 20 Customer Support Details**

+41 800100186 Toll-free number for landline calls

+41 435778155 for calls from mobile number from Switzerland

E-mail: [atlante.swiss@atlante.energy](mailto:atlante.swiss@atlante.energy)