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

1. General Terms and Conditions

The purpose of these general terms and conditions ("GTC") is to regulate the provision of electric vehicle charging services (the "Charging Services") at the charging infrastructures of Atlante Infra Portugal, S.A. (the "Charging Infrastructures"), in compliance with the applicable laws and regulations.

These GTC shall prevail over all other terms and conditions, unless formally waived and duly accepted by Atlante Infra Portugal, S.A. ("the Supplier"). In addition, Atlante Infra Portugal, S.A.'s failure to enforce any of the provisions contained herein shall not be construed as a waiver of the right to rely on them at a later date.

Customers wishing to make use of the Charging Services are obliged to consult these General Terms and Conditions.

These general terms and conditions (the "General Terms and Conditions") apply both if the customer is a "consumer" in accordance with the applicable laws (including art. 2 paragraph 1 of the Portuguese Consumer Law – Law no. 24/96, of July 31st, as amended), namely, a 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, or whether the customer is otherwise a "professional" in accordance with the applicable laws, namely, a person engaged in economic activity with a professional character aimed at obtaining benefits.

2. Information

The supplier of the Charging Services is Atlante Infra Portugal, S.A. ("the Supplier"), a Portuguese company, with registered office in Edifício Cyprium, 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 info@atlante.energy, company subject to the management and coordination of NHOA S.A.

3. Subject matter of the contract

The subject matter of these General Terms and Conditions consists in the provision of Charging Services at the Recharge Infrastructures, against payment of the consideration referred to in Article 6 below.

4. Access to Charging Services

Access to the provision of Charging Services is permitted only to customers over the age of 18.

In order to obtain the provision of Charging Services, the customer shall follow the instructions that will appear on the display of the Recharge Infrastructure, without the need to register in advance.

At the end of the provision of Charging Services, the customer shall be required to vacate the area in front of the Recharge Infrastructure to allow other customers to use the Charging Services.

Access to the Recharge Infrastructure is limited by the number of charging points available at each specific area.

Access to charging points is done in a first come, first served basis. The Supplier does not guarantee the availability of a charging point at any given time.

The Customer does not benefit from a right of free withdrawal from the Services provided under these GC (namely, the Charging Services).

5. Deliverable power level

The instantaneous power level that can be delivered by the charging sockets may 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 such as, but not limited to, network congestion or other technical reasons related to the vehicle, the state of the battery, or the network connection.

The Supplier shall not be held liable for the delivery of energy at the Charging Infrastructure below the maximum level indicated, nor shall it be held liable for any damage to the vehicle due to energy absorption beyond the levels permitted by the vehicle.

6. Charging Services Fee

The Recharge Service Fee is calculated using the kWh withdrawn from the Recharge Infrastructure as a benchmark. This fee is all-inclusive and includes any applicable taxes.

The fee applicable to the Recharge Service provided to the customer shall be calculated by multiplying the kWh withdrawn by the unit cost indicated on the Recharge Infrastructure at the time the Service is provided.

Due to frequent changes per kWh, the supplier reserves the right to update prices at any time without prior notice.

Without prejudice to other penalties and remedies provided in the applicable laws, non-payment of any of the required fees will result in the non-availability of the Recharge Service.

7. Payment Methods for Charging Services

Payment for Charging Services may only be made by Visa, Mastercard, Maestro credit or debit card or by means of other digital payment methods.

Before the provision of the Charging Service begins, the customer will request a pre-authorisation for a certain amount; once the transaction has been authorised and the charge has been made, payment will be performed - within the limits of the pre-authorised amount - by debiting the credit card or the different digital payment mean.

The Supplier shall not be obliged to provide the Charging Services ordered by the customer unless pre-authorisation is granted to the customer's credit or debit card or other payment means, in accordance with the above conditions.

8. Customer Support

The customer shall find on the Recharge Infrastructure the telephone number to be contacted for any assistance he may require during or after the provision of the Recharge Service.

Customers may in any case contact the Supplier at the following telephone numbers:

Toll-free number: (+351) 800 296 929

Foreign Mobile calling from Portugal: +351 234 246 050

Assistance is available 24 hours a day, 7 days a week.

9. Limitations of liability

The Supplier may at any time and at its own discretion provide for time and/or access restrictions with respect to one or more Recharge Facilities.

Excluding cases of wilful misconduct and gross negligence, the Supplier shall not be liable for any direct or indirect damage of any kind caused to the customer or third parties, not directly attributable to the Supplier, such as, damage due to variations in the methods, times and/or conditions of provision of the Charging Services due to malfunctioning of vehicles, computer and telecommunications systems and in any case dependent on causes attributable to the energy supplier and/or third parties in general.

The Supplier shall not be obliged to provide any warranty in the event that the Charging Services or the Charging Infrastructure are modified or repaired by third parties or maintained in a manner not in accordance with the Supplier's instructions.

This applies in particular to:

- improper use or failure to observe the rules laid down in the instructions for use;
- any consequence of a repair attempt by a third party not authorised by the Supplier.

In the event that a warranty is expressly provided, any intervention under said warranty does not have the effect of extending the warranty period.

The Supplier makes no warranty as to the suitability of the Charging Services for the customer's purposes or to the customer's vehicle.

The liability of the Supplier is expressly limited to the guarantee referred to in this Article, and the amount of any damage due may in no event exceed the amount of the price actually received by the Supplier with each Charging Service.

10. Force majeure

Any liability of the Supplier for total or partial non-fulfilment of the obligations undertaken is excluded, due to force majeure, including but not limited to: measures of the State and Public Administration, acts of Public Authority, legal restrictions, epidemics, pandemics, fires, floods, explosions, mobilisations, riots, strikes, industrial disturbances, electricity shortages, interruption of telephone lines, lack of fuel oil and others.

The Supplier shall have the right to notify the customer of its decision to cancel or suspend all or part of the services for a period equal to that of the impediment caused by the occurrence of a force majeure event.

11. Protection of personal data

The customer's personal data will be processed exclusively in accordance with the current legislation on the processing of personal data and in compliance with the Privacy Policy attached hereto. It is possible to consult the Privacy Policy at any time, through the link accessible via our website (www.atlante.energy).

12. Applicable law - Complaints - Jurisdictional protection

This agreement is governed by the laws of Portugal.

Any complaints must be addressed to the Supplier by sending an e-mail to support.portugal@atlante.energy, also indicated on the Charging Infrastructure.

The supplier undertakes to respond to requests received within 30 working days.

The customer may also contact the Supplier at the above-mentioned e-mail address for any suggestions aimed at improving the Charging Services.

In compliance with the rules of the Portuguese consumer laws, in the case of a customer who is also a consumer, any minor dispute (with a value below the 1st instance court jurisdiction threshold, i.e., EUR 5,000.00) relating to the application, execution and interpretation of these GTC may be mandatorily brought before an alternative dispute resolution body for mediation or arbitration proceedings if the customer chooses so. The customer who is also a consumer may be represented by a lawyer or solicitor in said proceedings and may request judicial assistance in case of economic need, in accordance with the applicable laws.

The full list of alternative dispute resolution bodies competent to receive mandatory mediation or arbitration's claims related to minor disputes and the links their respective websites can be found [here](#).

The Court of Lisbon is competent for all other cases.

13. Severability clause

If a provision of these GTC 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

GTC.

14. Availability and changes to these GC

These GTC may be accessed at any time by the customer through the link accessible by means of a QRCode placed on the Recharge Infrastructure and can be freely downloaded and stored in any device or storage service owned by the customer. The Supplier does not keep any individual agreements entered into with customers based on these GTC.

From time to time, the Supplier may - at its own discretion - amend these GTC. The amendments may be justified by a change of the technical requirements of the Recharge Infrastructure, changes to the Charging Services, new functionalities or technologies, security updates, changes in the law or in the industry best practices, among others. Should the Supplier make major amendments to these GTC, it will inform customers accordingly. Customers are invited to periodically review the GTC for any major or minor amendments.

By agreeing to these GTC, the customer also agrees that the Supplier may amend them under this clause.

The customer expressly declares that he/she accepts the contents of Articles 5 (Power Output Level), 9 (Limitation of Liability), 12 (Applicable Law - Complaints - Jurisdictional Protection), and 14 (Availability and changes to these GC).

PERSONAL DATA PROCESSING NOTICE ON USERS OF ELECTRIC VEHICLE CHARGING SERVICES

Atlante Infra Portugal, S.A. ("the Provider" or "Atlante"), a Portuguese company, with registered office in Edifício Cyprium, 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 ("Atlante Portugal"), company subject to the direction and coordination of NHOA S.A. informs you of the processing of your personal data (the "Data") carried out in the context of the use of electric vehicle charging services (the "Charging Services").

Identity and contact details of the data controller

The data controller of the Data processed in the context of the use of the Charging Services (the "Processing") is Atlante Infra Portugal, S.A.

You can contact Atlante and Atlante's Data Protection Officer by writing:

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

Categories and Source of Processed Data

The Processing will concern Data:

- Identifiers (e.g. first name, surname, tax code, etc.).
- Contact details (e.g. e-mail address).
- Of payment (e.g. transactions carried out with electronic payment instruments).
- Economic and contractual (e.g. information on the use of the Charging Services).

Data is collected from you, as well as from service providers who handled electronic payments.

Purpose and legal basis of the Processing and nature of Data communication

Processing is carried out for:

- To enable you to use the Charging Services. The relevant legal basis is the need to perform a contract to which you are a party and/or pre-contractual measures taken at your request.
- To comply with applicable legal obligations. The relevant legal basis is the need to comply with a legal obligation to which Atlante is subject.
- Managing and maintaining Atlante's internal control and risk management system, including IT security. The relevant legal basis is Atlante Portugal's legitimate interest in business protection.

- Carrying out business intelligence activities aimed at the continuous improvement of business processes. The relevant legal basis is Atlante Portugal's legitimate interest in improving its processes, products and services and to develop new ones, to improve its clients' experience.
- Exercise and/or defend the rights and legitimate interests of Atlante Portugal in judicial and/or extrajudicial proceedings. The relevant legal basis is the legitimate interest of Atlante Portugal in the protection of its own rights. The provision of Data for these purposes is necessary to enable you to use the Charging Services and to comply with legal obligations. Therefore, without it, it will not be possible for You to use the Charging Services.

Categories of Data Recipients

Data may be disclosed to:

- Providers of services instrumental to the pursuit of the aforementioned purposes, including providers of IT and telematics services, tax and legal advisers, and providers of payment management services.
- Other companies in the business group to which Atlante belongs for administrative and/or accounting purposes.
- Authorities and/or public bodies, to which the Data must be disclosed pursuant to mandatory regulations and/or for the exercise and/or defence of rights and/or legitimate interests.

Atlante does not intend to transfer Data to recipients located in countries that are not part of the European Economic Area or international organisations. Should this occur, Atlante shall ensure that such transfer complies with the data protection legislation, as interpreted by the Court of Justice of the European Union and taking into account the recommendations of the European Data Protection Committee.

Period of Data Retention

The Data will normally be stored for a maximum of ten years after the provision of the Charging Services.

This shall be without prejudice to Atlante's right to retain the Data for a further period where such is necessary to comply with regulatory obligations and/or to exercise and/or defend rights and/or legitimate interests in and/or out of court. In any case, Atlante will not keep Personal Data for more than 20 years after the last provision of services, as pursuant to the legal statute of limitations.

Your rights

You have the right to request from Atlante access to and rectification or deletion of the Data, to request restriction of processing and to object to their processing, as well as the right to Data portability.

You have the right to withdraw your consent to the processing of your Personal Data for any of the purposes for which it was provided, without affecting the lawfulness of processing based on your consent before its withdrawal.

You may exercise these rights by contacting Atlante at the above-mentioned addresses.

Finally, you have the right to lodge a complaint with the competent supervisory authority (for Portugal, the *Comissão Nacional de Proteção de Dados* (CNPd); for more information, access <https://www.cnpd.pt/>).