

## GENERAL TERMS AND CONDITIONS FOR THE USE OF THE SUBSCRIPTION

### 1. Definitions

**Account:** refers to the account created by the Subscriber in order to activate and manage his/her Subscription.

**App:** refers to myAtlante mobile application.

**Atlante/we:** refers to Atlante Italia S.r.l., an Italian company with a sole shareholder, subject to the direction and coordination of NHOA S.A., with registered office in Milano, Piazzale Lodi 3 – 20137, registration number with the companies register of Milano Monza Brianza Lodi 04669150163, share capital of EUR 12,000,000.00 fully paid-in, e-mail [info@atlante.energy](mailto:info@atlante.energy).

**EVC:** refers to the electric vehicle charging infrastructures branded Atlante 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.

**Payment Method:** refers to the payment method chosen by the Subscriber in order to pay the Subscription.

**Subscriber/you:** refers to the User of the App that activates the Subscription.

**Subscription:** refers to the subscription offered by Atlante in its own App that provides for a discount on the charging tariff under specific circumstances, as defined here below.

**Subscription Fee:** refers to the cost of the Subscription, as detailed in article 4 below.

**T&C:** refers to these Terms and Conditions detailing the use and the functionality of the Subscription.

### 2. The Subscription

The Subscription is non-transferable and personal and can only be used by the Subscriber.

A Subscriber is allowed to conduct only one electric vehicle charging session at a time. Simultaneous charging sessions using the same Subscription are not permitted. Misuse of the Subscription is a breach of these T&C.

The Subscription will only be valid with reference to the specific EVC, as defined above. The Subscriber is expressly forbidden to use the Subscription and the dedicated discounts set forth in article 4 below on charging infrastructures that do not belong to the EVC and/or in favor of third parties infrastructures.

It is understood that in the event that the Subscriber uses the App on infrastructures which are not EVC, the ordinary rates set out for that specific charging infrastructure as published in the App from time to time shall apply.

### 3. Duration of the Subscription

The Subscription can be activated by purchasing and enabling the Subscription through the App and by adding a valid Payment Method. The Subscription Fee will be charged immediately upon activation and subsequently on the same numerical day of each following month.

If the Subscription is activated on a numerical day that does not exist in the following month (for example, if activated on January 31st), the Subscription will renew on the last available day of the next month (for example, February 28th, or February 29th in a leap year).

Each Subscription period lasts from the day of activation until the day immediately preceding the subsequent renewal, resulting in Subscription periods varying between 28 and 31 days depending on the month.

Once activated, the Subscription will automatically renew each month until termination. The Subscriber may cancel the Subscription through the App at any time. Upon cancellation, the Subscription will remain effective until the end of the current Subscription period and will not be renewed thereafter. At the time of each automatic renewal, Atlante will send the Subscriber an email reminding him/her of the period and procedures for cancelling the Subscription.

Without prejudice to the Subscriber statutory rights, Atlante may, without notice, temporarily or permanently suspend or cancel the Subscriber's account and relevant Subscription or impose limits on or restrict the Subscriber's access to parts or all of the Subscriber's account or the Subscription:

- if the Subscriber violates, or Atlante reasonably believes the Subscriber has violated or is about to violate, these T&C and/or the General Terms and Conditions of Use of the App;
- in response to requests by law enforcement or other government agencies under valid legal process; and/or
- due to unexpected technical or security issues or problems.

The adoption of such measures will be preceded by an email to the Subscriber containing an indication of the reasons on which Atlante's decision is based and the procedures for the Subscriber to lodge a complaint. Atlante may take such measures even without prior notice, where there are reasons that prevent it from informing the Subscriber in advance: for example, where prior notice could compromise the security of the services provided by Atlante and/or third parties, or where required by law or the competent authorities.

#### **4. Fees, discounts and payment**

The Subscription Fee has a fixed monthly cost, as indicated at the time of conclusion of the Subscription agreement and will be charged to the Subscriber's Payment Method on the subscription date and every month thereafter, according to Article 3. Following every payment, the Subscriber will receive the relevant receipt.

We may exceptionally reduce the monthly Subscription Fee or offer a free trial period under promotional initiatives carried out in the App in specific timeframes. Any reduction in the Subscription Fee will be communicated in advance by Atlante.

The Subscription will allow the Subscriber to access to a dedicated discount on the charging price published in the App for the EVC.

If a payment for the Subscription is not successfully settled, due to expiration, insufficient funds, or otherwise, we reserve the right to suspend the Subscriber access to the service until we have successfully charged a valid Payment Method.

#### **5. Communications**

By accepting these T&C, the Subscriber accepts to periodically receive emails related to the Subscription, its use and functionalities.

## 6. Right of withdrawal

Each Subscriber has the right to withdraw from this contract without giving any reason within fourteen days.

The withdrawal period expires fourteen days after the day on which the contract is concluded.

To exercise the right of withdrawal, the Subscriber must notify us (Atlante Italia S.r.l., Piazzale Lodi 3 20137 Milano, toll-free number: +39800961624, or toll number for calls from abroad +390282952111, email address: [support.italy@atlante.energy](mailto:support.italy@atlante.energy)) of their decision to withdraw from this contract by means of an unambiguous statement (e.g. email). You may use the model withdrawal form below, but this is not mandatory.

In order for the withdrawal period to be respected, it is sufficient for the Subscriber to send their communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

In the event of withdrawal from this contract by the Subscriber, we shall reimburse all payments received from them without undue delay and, in any event, no later than fourteen days from the day on which we are informed of the decision to withdraw from this contract. We will make the refund using the same means of payment as the Subscriber used for the initial transaction; in any event, this refund will not incur any costs for the Subscriber. If the Subscriber has requested that the provision of services commence during the withdrawal period, the Subscriber shall pay us an amount proportional to what has been provided to them up to the time they informed us of their withdrawal from this contract, in relation to all the services provided for in the contract.

Model withdrawal form:

(Please complete and return this form only if you wish to withdraw from the contract.)

To the attention of Atlante Italia S.r.l., Piazzale Lodi 3, 20137 Milano, [support.italy@atlante.energy](mailto:support.italy@atlante.energy)

I/we (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract for the sale of the goods (\*)/for the provision of services (\*) below:

Ordered on (\*) / received on (\*) :

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(\*) Delete as appropriate.

## 7. Governing law and place of jurisdiction

These T&C shall be governed by and construed in accordance with the laws of Italy.

Reference is made to Annex 1 of the App's terms of use to be considered an integral part of these T&C.

## 8. Contacts

For any help or question regarding the Subscription, the Subscriber can contact Atlante at the Customer Support via the following phone numbers and email:

+39800961624 toll-free number for landline calls

+ 390282952111 for calls from mobile number from Italy

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

For the sake of clarity, for any help or question regarding the EVC, please refer to the numbers displayed available on the specific EVC itself.

## 9. Final provisions

Atlante may, from time to time, modify and update these T&Cs and the conditions and Subscription Fee. In this regard, Article 6 of the General Terms and Conditions of Use of the 'myAtlante' application applies, with reference to the reasons why Atlante may modify the conditions and price of the Subscription, as well as with reference to the notice period and the possibility for the Subscriber to withdraw from the Subscription contract.

These T&Cs do not exclude or limit the Subscriber's mandatory rights in their country of residence, which cannot be waived by law. If any provision of these T&Cs is found to be invalid, the remaining provisions shall not be affected and the invalid provision shall be replaced by a valid provision that approximates the result and purpose of these T&Cs.

For anything not expressly mentioned in these T&Cs, please refer to the General Terms and Conditions of Use of the 'myAtlante' application accepted by the Subscriber and available at the following link: [https://atlante.energy/wp-content/uploads/2025/12/GCU\\_myAtlante-app\\_ITA\\_agg-1-set-2025.pdf](https://atlante.energy/wp-content/uploads/2025/12/GCU_myAtlante-app_ITA_agg-1-set-2025.pdf), and to the Privacy Policy, available at the following link: [https://atlante.energy/wp-content/uploads/2025/07/Privacy-note\\_myAtlante\\_app\\_-IT\\_july25.pdf](https://atlante.energy/wp-content/uploads/2025/07/Privacy-note_myAtlante_app_-IT_july25.pdf).

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