

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 Iberia S.L.U., a Spanish company with a sole shareholder, subject to the direction and coordination of NHOA S.A., with registered office in Barcelona, Avenida de Madrid 95, NIF number B09817859, share capital of EUR 504.000,00 fully paid-in, e-mail 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.

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 is about to violate, these T&C and/or the App's terms of use;
- 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.

4. Fees, discounts and payment

The Subscription Fee has a fixed cost of EUR 9,99 VAT Incl. per month 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

6.1 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 by email at support.iberia@atlante.energy of their decision to withdraw from this contract by means of an

unambiguous statement (e.g. using the model withdrawal form below). If the Subscriber uses this option, we will send them an acknowledgement of receipt of the withdrawal by email without delay.

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

6.2 If the Subscriber withdraws from this contract, we will refund 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 their 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. However, if services have already been provided prior to the withdrawal, the refund will be made on a pro rata basis, proportionate to the services actually delivered up to the date of withdrawal.

6.3 Model withdrawal form:

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

For the attention of Atlante Iberia S.L.U., Avenida de Madrid 95, Barcelona, support.iberia@atlante.energy
I/we (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the purchase of the AtlanteGO subscription below:

Activated on:

Name of consumer(s):

Address of consumer(s):

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 Spain.

Reference is made to Annex 3 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:

+34900423533 toll-free number for landline calls

+ 34911233173 for calls from mobile number from Spain

E-mail: support.iberia@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, change and update these T&C. Any change will be communicated to the Subscriber via e-mail at least 15 days prior to entry into force.

These T&C neither exclude nor limit any of the Subscriber's mandatory rights in the country of residence that cannot by law be waived. If a provision of these T&C 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 T&C.

For anything not expressly mentioned in these T&C, please refer to the App's terms of use accepted by the Subscriber and available at the following link: https://atlante.energy/wp-content/uploads/2025/12/GCU_myAtlante-app_ENG_agg-1-set-2025.pdf. At the following link https://atlante.energy/wp-content/uploads/2025/07/Privacy-note_myAtlante_app-ENG_july25.pdf, you can find the App's dedicated privacy policy that outlines how Subscribers' personal data is processed in this context, in accordance with Regulation (EU) 2016/679 (GDPR) and the Spanish Organic Law 3/2018 on Data Protection and Guarantee of Digital Rights (LOPDGDD). This privacy policy specifies the categories of personal data collected, the lawful basis for processing, the purposes of data use, and the rights of data subjects—including access, rectification, erasure, restriction of processing, data portability, and objection. It also details the security measures in place to protect data, the retention periods, and whether data is shared with third parties or transferred internationally. Furthermore, the policy reflects the principles of data minimization and transparency, and includes contact details for the Data Protection Officer (DPO), as well as instructions for exercising data protection rights.

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