GENERAL TERMS AND CONDITIONS – WENEA

These Terms and Conditions are translated into each corresponding language according to the country of application, however, in case of any doubt regarding any term, WENEA clarifies that the Terms and Conditions in the Spanish language always prevail. To consult them, please change your mobile device to this language and access our APP again.

1. COMPANY INFORMATION

WENEA SERVICES UK LIMITED (hereinafter "Wenea"), registered in the Companies House with company number 13383115 and address at International House, 1 St. Katharine's Way, London E1W 1YL.

Email: privacidad@wenea.com ; dpo@wenea.com

2. GENERAL INFORMATION

Wenea holds a licence to use WENEA mobile application (hereinafter, the "Application" or "APP"), which is intended for providing electric vehicle charging services. Wenea has all the necessary permits and licences to operate as an electric vehicle charging manager in accordance with the applicable regulations in Spain.

These contractual conditions have been drafted in compliance with Law 34/2002, of July 11, on Information Society Services and Electronic Commerce.

The purpose of this document is to establish the conditions and guidelines for access and use by Users of the Application, as well as the content displayed therein, and the services provided through it.

By simply accessing, using, and browsing the Application, Users expressly and unreservedly accept these general terms, declaring that they have read, understood, and agreed to them, and assuming all obligations that apply as Users of the Application.

Users are informed that these terms, as well as the privacy and data protection policy, are always available to them freely and within the APP. Furthermore, Wenea reserves the right to modify these terms at any time, with prior notice to Users if such changes affect the consent initially granted by them.

3. CONTRACTING PROCESS

To use the Wenea electric vehicle charging service at any of the charging points in the WENEA network:

The User must download the APP via Google Play or the App Store by searching for "Wenea." The download and installation of the APP are free of charge.

Once installed, the User must register by providing the required identification details and password.

After logging in, the User must select an operational charging point from the map, verifying its location and status.

Upon arrival at the selected charging point and connecting the vehicle, the User must initiate the charging process through the APP, following its instructions.

Important: The power output displayed on the charger does not always match the power supplied, as the latter depends on factors such as battery type, vehicle model, weather conditions, temperature, and the requested charge level.

Upon completion of the charging process, the User must pay for the energy supplied under the terms set forth herein.

The User must enter a payment method as indicated by WENEA. Wenea does not act as a payment service provider nor has access to Users' banking data, as all payments are processed directly by the respective financial institutions through Wenea's payment gateway.

An automatic confirmation email will be sent to the User, detailing the transaction, invoice, and relevant details. Users can also access their charge history in their private APP area by entering their registered email and password.

WENEA shall automatically send the User a confirmation e-mail containing the details of the order and the invoice, as well as the characteristics thereof, without prejudice to having all the charging history information listed in their private area within the APP, which can be accessed by entering their e-mail and password. Check the spam folder if this e-mail is not in the inbox.

For all relevant purposes, the service contract shall be deemed to have been entered into between the User and WENEA and to have been concluded when the service is provided and paid for by the User.

The electronic contract signed via paying for and being supplied with the product is legally binding, in accordance with art. 23 of law 34/2002. The electronic medium containing these terms and conditions of the contract signed electronically shall be admissible as documentary evidence should arise between the parties.

By providing personal data and completing payment, including applicable taxes and shipping costs, the User immediately accepts these contractual conditions.

In accordance with the provisions of Article 27 of Law 34/2002 on Information Society Services and Electronic Commerce, all relevant contractual information is made available to Users before they decide to use the WENEA service via the Application.

If any issue arises during the charging process that interrupts the service, the User may immediately contact Customer Support using the following details:

- E-mail: customer@wenea.com
- Free phone number: 0800 208 8897 Customer support is available 24/7.

4. AUTOCHARGE

WENEA Users, as long as their electric vehicle* is compatible, can avail themselves of the *autocharge* service. In other words, after registering and activating this mode, the User, having previously charged their vehicle as normal, shall be able to charge it automatically for all subsequent charges, by simply connecting the hose to the vehicle.

The User is hereby notified that this mode is only compatible with chargers with a power greater than 50kW.

Some vehicles that cannot use this functionality are: Audi e-tron (modelo 2018) y Q4 e-tron; Cupra Born; Maxus eDeliver; Mazda MX-30, Volkswagen e-UP!, e-Golf, ID.3, ID.4, ID.5, ID. Buzz, Seat Mii eléctrico, Skoda Citigo e-iV y Enyaq iV, BMW Ix1 y BMW i7, Rolls-Royce Spectre EV

5. PRICING AND PAYMENT METHODS

Payments for electric vehicle charging services by Users shall always be made in pounds (£). Before completing a payment, the User will see a summary of the charging session and the total amount due.

Important: Although all charges are processed in pounds, prices displayed in the WENEA Application may appear in different currencies. These are indicative prices only, and the final amount charged will always be in pounds.

Prices include the applicable VAT as per United Kingdom regulations.

Form of Payment:

For each charging session, Wenea will generate a transaction receipt and charge the User for the energy consumed. Users can access their charge history and request an invoice via email.

For partial charges, the APP will place a temporary hold of £1 above the estimated charge cost, which will be adjusted after the session ends.

For full charges, a default hold of £25 will be placed on the User’s card. This amount will be adjusted based on actual energy consumption once the charge is completed. However, once the £25 withholding is exceeded, any additional charges are automatically refunded, and a £50 withholding is applied. Once the charge is completed, the refundable amount is recalculated by deducting the charged amount.

For any charge you want to make, Wenea retains an amount on your payment card depending on the location you are:

- In Oxford and Herefordshire, Wenea can retain 32.00 GBP for AC, and 40.00 GBP for DC.
- In Exeter, with Vega Chargers of 30 kW, Wenea can retain 40.00 GBP; and Xcharge Chargers,

45.00 GBP.

- In Plymouth, with Vega and Delta Chargers of 30 kW&100kW, Wenea can retain 40.00 GBP, Xcharge Chargers, 45.00 GBP and AC Chargers 32.00 GBP.
- In East Devon, with Xcharge Chargers, Wenea can retain 45.00 GBP.

These pre-authorisations are typically processed immediately but may take up to 72 hours, depending on the User's bank. Wenea is not responsible for any delays in fund releases caused by financial institutions.

Payment Methods

The User may pay for the contracted Service by credit or debit card. To streamline the payment process for each charge, Users can register their credit or debit card in their APP profile and update and/or delete it whenever they deem fit. These data shall, under no circumstances, be accessible to Wenea, and shall therefore be deemed to be of a confidential nature and only visible to the User.

In this regard, Wenea hereby informs credit and debit cardholders that it is responsible for transactions made on the App. The transactions are made on a secure App, using SSL technology to safeguard the transferred data.

Once the payment goes through, WENEA shall automatically send an e-mail to the user containing all the information relating to the charging session as well as a breakdown of the price, including the applicable taxes.

In any case, the user is guaranteed that all economic and financial data provided with regard to using the charging service shall be processed in accordance with Data Protection regulations, shall be anonymous and treated with the utmost confidentiality, and shall not be passed on to third parties except when express authorisation has been obtained from the owner thereof and on justified grounds.

WENEA Users can save or store their data securely, to prevent them from having to re-enter them every time.

The User is hereby notified that, in accordance with regulations currently in force, once the User has requested the invoice for the product acquired, and has sent his/her personal details, WENEA shall not be in a position to modify the invoice if any of the details are incorrect; therefore, the User must duly ensure that the details provided, to be subsequently used on the invoice issued by WENEA, are correct. WENEA cannot issue duplicate invoices.

Alternative payment methods:

SMS payment: An SMS is sent to the User's phone number with the amount to be charged and a link that redirects the user to the payment gateway; all he/she must do is authorise the payment.

Email payment: An email is sent to the email address provided by the user, with the amount to be charged and a link that redirects the user to the payment gateway; all he/she must do is authorise the payment.

Payment through Apple Pay: is a digital payment service provided by Apple Inc. that allows transactions to be made using credit, debit or prepaid cards that the User has previously registered on their compatible device (such as iPhone, iPad, Apple Watch or Mac). These cards must be issued by authorised financial institutions that are compatible with the service. When using Apple Pay, the User authorises transactions using secure authentication methods such as Face ID, Touch ID or a passcode. Apple Pay uses tokenisation technology to protect card data and ensure secure transactions.

Payment through Google Pay: is a digital payment service provided by Google LLC that allows Users to make transactions using credit, debit or prepaid cards that have been pre-registered in the Google Wallet app or on compatible devices (such as smartphones, tablets or wearables with the Android operating system). The associated cards must be issued by authorised financial institutions and compatible with the service. To complete a transaction, the User authorises payment using secure authentication methods, such as a PIN, fingerprint, facial recognition or other methods configured on their device. Google Pay uses tokenisation technology to protect card data and ensure secure transactions. Service availability may depend on region, device and registered card issuer.

Payment by bank transfer: as an exception when the other aforementioned payment methods are not possible. The problem is that the transfer must be made after the vehicle has been charged, which may result in a delay in WENEA receiving the payment, depending on the User's bank. Once the transfer is received, everything is adjusted in the Platform (Charging transaction, Invoice, Payment, etc.).

WENS: Wenea makes "tokens" available to the User as an alternative payment method. The User may obtain Wens through the redemption of promotional codes that he/she receives and store them in his/her virtual wallet (Wallet). One (1) Wen is equivalent to one (1) Pound. In the payment process, the WENEA system will charge the recharge amount first through the WENS available to the User, and, if after that, the entire amount is not covered, WENEA will retain the remaining amount from the User to

guarantee full payment for the service provided.

Additionally, WENEA may offer subscription plans that provide benefits associated with the use of the Service, the specific terms of which are governed in the corresponding section of these conditions.

6. WENEA EVERYDAY SUBSCRIPTIONS

WENEA makes available to Users the possibility of subscribing to subscription plans (hereinafter, the "Subscriptions"), which grant certain benefits in the use of the Service.

Subscriptions are offered under two types of plans: (i) a network access plan, which grants benefits at the charging points of the Wenea network; and (ii) the "MyStation" plan, which additionally allows the User to associate a fixed charging station and enjoy specific conditions when charging at it, without prejudice to the benefits applicable across the rest of the network. Both types of plan are available in the billing modalities set out below.

Subscription operation

Subscriptions may be contracted through the Application and will be available in different modalities:

- Monthly subscription: recurring in nature, with automatic renewal each month, unless cancelled by the User.
- Annual subscription: recurring in nature, with a single payment covering a twelve (12) month period, automatically renewing at the end of such period unless cancelled by the User.

In both cases:

- The User authorizes the automatic charge of the corresponding amount in each billing cycle (monthly or annual) using the associated payment method.
- The User may cancel the Subscription at any time through the Application.
- In the event of cancellation, the Subscription will remain active until the end of the already paid billing period, after which no further charges will be made.

Subscription benefits

Subscriptions may include benefits associated with the use of the Service, including, but not limited to, discounts applicable to charging prices at certain points within the network.

Under the "MyStation" plan, the User may associate a charging station within the network and enjoy a fixed price per kWh when charging at that station, without prejudice to access to the rest of the network, all in accordance with the terms and conditions set out in the Application. The User may change the associated station with the frequency and in the cases provided for in the Application.

Benefits may vary depending on the subscribed plan and may be subject to specific conditions available in the Application.

Detailed information about the applicable benefits at any given time will be available in the Application and/or in the corresponding FAQs.

Subscription management

Subscription purchase, management, and cancellation shall be carried out exclusively through the Application.

To complete the subscription process, the User must have a valid payment method.

Once subscribed, the User may view in their personal area:

- The type of Subscription contracted.
- The applicable benefits.
- The next billing date.
- The associated payment method.
- The billing history.
- The Subscription status (active or cancelled but still valid until the end of the current period).

The User may also modify or cancel their Subscription at any time through the Application.

Duration and cancellation

Subscriptions shall have an indefinite duration and will automatically renew for successive periods equivalent to the subscribed plan (monthly or annual), unless cancelled by the User.

The User may cancel the Subscription at any time through the Application.

Cancellation will take effect at the end of the current billing period, with benefits remaining active until such date. Once the period ends, no further charges will be made.

Subscription modifications

WENEA reserves the right to modify the conditions of the Subscriptions at any time, including, but not limited to, the associated benefits or their configuration.

In the event that such modifications materially affect the User, WENEA will notify the User with reasonable prior notice through the Application or other available channels.

The User may cancel the Subscription before the new conditions come into effect if they do not agree with them.

Fair use policy

Subscriptions are intended for personal and reasonable use of the Service.

WENEA reserves the right to apply measures, limit benefits, or suspend the Subscription in the event of abusive, fraudulent, or bad faith use, including, but not limited to:

- Excessive use not aligned with normal charging behavior.
- Use for commercial or resale purposes.
- Any use that may negatively impact the operation of the Service or other Users.

In particular, WENEA will consider consumption above 400 kWh per month at the station associated with the “MyStation” plan to be indicative of professional or non-personal use. In such a case, WENEA may inform the User of the inappropriate use and offer them a business service agreement, and may limit the Subscription benefits or cancel it as set out in the following section.

Suspension or termination by WENEA

WENEA may suspend or terminate the Subscription immediately in the event of:

- Breach of these Terms and Conditions.
- Fraudulent or improper use of the Service.
- Non-payment of any amount associated with the Subscription.

In such cases, the User may lose access to the benefits associated with the Subscription from the moment of suspension or termination.

7. GEOLOCATION

To correctly use the App, it shall be necessary to access the geolocation of the User’s device, therefore this needs to be activated.

Prior to installation, the User shall be informed by the App with regard to the use thereof which the User must expressly accept or reject.

In any case, the user may revoke the access or processing performed by the App on the location of his/her device at any time, thereby preventing the App from accessing this data processing.

However, if the Geolocation data are rejected, the User shall not be able to avail itself of all the App’s functionalities.

The App shall only be able to access geolocation data when it is open and in use, therefore this system shall not be activated on a continuous basis. If Geolocation data needs to be used on a continuous basis, the user shall be duly informed in advance, requesting his/her express consent.

8. INTEROPERABILITY

Users are hereby informed that WENEA, due to interoperability agreements with other charging operators, shall show the availability of charging points for electric vehicles managed by other operators in its app. Therefore, WENEA shall not be held liable for any incident about the operation of the charger in question. However, the User must contact

WENEA immediately on the customer service telephone number on the App, with a view to resolving the incident. If WENEA is unable to resolve the problem due to the characteristics thereof, the User should contact the operator.

The User is also informed that any charges made via the WENEA app shall be paid for using the payment method stipulated in clause 4 above.

Data transfer. In view of this interoperability, the User is hereby informed that personal data is NOT transferred between the charging operators and WENEA, therefore the User's express consent is not required for this collaboration to be entered. However, should this circumstance change, the User shall be informed in advance, as set forth in the Privacy Policy.

9. USER REGISTRATION

To avail of the charging service provided by WENEA, the User needs to register on the App, so that the User, providing he/she gives his/her consent, may be sent information every now and then on campaign launches and promotions on WENEA products as well as other information of interest.

Registration as a User is completely free and can be done electronically through the tab enabled for this purpose in the Application, where the User must enter all the data requested in the registration form, and they must be truthful and real since they will be the only way that WENEA will be able to process the recharges, it makes in the future. However, the user also has the possibility of registering using their Google account (for devices with Android operating systems) or their Google/Apple account (for devices with iOS operating systems).

Under no circumstances shall WENEA be held responsible with regard to the veracity of the registration data provided by the User. The User is solely responsible for any potential consequences, errors and mistakes that may subsequently arise therefrom.

Requirements

The registered user account is personal and non-transferable. Transferring the registered user account between different people is strictly prohibited. WENEA may delete it as soon as this is detected.

In any case, users must be over 18 years of age to register and to have the necessary legal capacity to be bound by this agreement and to use the site in accordance with its terms and conditions, which are fully understood, acknowledged and signed.

Unsubscribe as a User

Users may unsubscribe at any time by sending Wenea an account deletion request by e-mail to: customer@wenea.com and indicating the User´s name. Users may also request to unsubscribe from receiving e-mail notifications from us via the same e-mail address or the link provided in all e-mails received. The process of unsubscribing from notifications can take anywhere from 48-72 hours.

In any case, once the User has been unsubscribed, he/she may request a new registration as a User, although acceptance of this registration is at WENEA’s discretion (see the “Unauthorised Use” clause).

10. BOOKINGS

WENEA has developed the possibility for Users to book a charger and connector of their choice to charge their vehicle. The availability of this feature is subject to the selected station and connector having this option enabled.

Booking Procedure

Once the booking is confirmed, the User has a specific period, from the moment of confirmation, to arrive at the station and start the charging session. The User is informed that this period is configurable, and therefore, subject to changes by WENEA. The User is informed that any modification in the conditions regarding the charging period, cost or free cancellation period will be permanently published and updated in the FAQs.

Cost and Payment Terms

The cost of the booking will be five (5) pounds in stations located in Europe, as a deposit. Payment will be made in accordance with the following conditions:

If the User arrives at the EV station and has selected to make the booking and starts charging within the established period, the cost of the deposit will be returned.

If the User cancels the reservation during the first five (5) minutes from its confirmation, the cost of the deposit will be returned, considering this period as free cancellation.

If the User finally does not make use of the reservation, starts charging later than the specific booking time or cancels after the free cancellation period (five minutes) has expired, the deposit will be charged.

Deposit payment method

The deposit payment will be made using Wens and/or the payment method previously defined by the User as follows:

If the User has five (5) or more Wens in their Wallet, those five (5) Wens will be used as a deposit.

If the User does not have Wens in their Wallet, the deposit will be charged directly through the payment method defined by the User.

11. DYNAMIC ISLAND AND LIVE ACTIVITIES

Users of iPhone 14 Pro and later models can now enjoy a more advanced charging experience thanks to the integration of real-time updates via Dynamic Island and Live Activities. These features allow users to monitor the progress of charging sessions quickly and visually, directly from the home screen, without the need to open the app. This innovation significantly improves convenience, efficiency and personalisation in tracking charging status, providing a more intuitive and modern user experience.

12. GUARANTEES AND REFUNDS

WENEA, as a company engaged in offering electric mobility products and services, has all the resources, permits and licences to provide the charging service to the User.

Nevertheless, WENEA cannot guarantee that the App and the services offered therein will be error-free and, therefore, if there are any errors, it does not in itself constitute a breach of these Conditions of Use and Contract.

Furthermore, charges are covered by the guarantee corresponding to the type of service and the time and manner in which the requested service is provided.

If, when using the Service, the User detects incidents about the charging terminal, such as a broken charger or charging process, among others, he/she can send us details of the incidents along with photographs to customer@wenea.com

If the product is defective, the User should immediately contact WENEA's customer service department with a view to ascertaining how to return the product. As soon as the defects beyond the User’s control are verified, the product shall be replaced, a price reduction shall be applied if the defect is merely aesthetic and does not affect the functionality of the product, or the full price shall be refunded on a case-by-case basis. Under no circumstances shall these procedures entail any additional cost to be borne by the User.

Consumer rights

Services that have been fully provided, or those whose provision has begun with the prior express consent of the consumer and user, are exempt from withdrawal. Additionally, supplies of services or goods made according to the consumer’s specifications, clearly personalised items, or goods that, by their nature, cannot be returned or are likely to deteriorate or expire quickly, are also non-refundable.

13. UNAUTHORISED USE

WENEA reserves the right to terminate the registered User’s account, in the event a breach of any of the contractual obligations pursuant to these terms and conditions is detected, as well as in the event of observing the use of the Chargers and/or the App account that is contrary to the general terms of use, the privacy policy and good faith uses accepted in the industry.

Prohibitions of use

- Not to use the APP or any of the elements therein, to develop time-sharing operations, to become a provider of software application services aimed at making it possible for third parties to access the App or any of its components, via rental operations, administrative services or any other similar services, sharing them or making them available to third parties.

- Not to subject the App or any of the elements therein to activities that lead, directly or indirectly, to the de-compilation of its software, that imply the subjection thereof to operations of a reverse nature to those used to construct it or that, ultimately, constitute or may constitute reverse engineering, de-compilation or disassembly operations. Nothing set forth herein shall be construed as authorizing access to the App's source code.
- Not to publish the App, nor to use it as a system to manage or exchange information and/or documentation that is illegal, contrary to morality or public order, contrary to copyright and/or industrial property rights.
- Not to subject the App to workloads that are clearly aimed at destabilizing the App, including denial of service attacks or similar. If such a situation is detected, the aforementioned service level shall not apply and shall be deemed to be an emergency situation.
- Not to perform reverse engineering, requirements capture, and other activities aimed at developing an online platform identical or similar to the one made available by WENEA, and this activity may be deemed to be a case of unfair competition and an infringement of the intellectual and industrial property rights that WENEA holds over the App.
- Not to translate, adapt, improve, transform, correct the App, or any of the elements that are part thereof, or in any other way modify it, nor incorporate the App into other software or platforms of its own or provided by third parties.
- Not to remove, delete, alter, manipulate or in any way modify any notes, legends, indications or symbols that WENEA, as the legitimate owner of the rights, incorporates into its intellectual or industrial property (such as, for example, copyright, ©, ® and TM, etc.) either in the App itself or in the associated material.
- Inform WENEA of any event or situation that could jeopardise the security of access by authorised users.
- Forcing bugs or looking for security gaps in the App is prohibited.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY

WENEA hereby guarantees the user that it is the lawful owner of the App and that it is not involved in any legal dispute prior to signing this contract.

Therefore, the user expressly acknowledges that WENEA holds all rights, ownership and interest with regard to the App and associated tools, as well as all its modules, modifications and updates and any element and/or functionality that may be developed therein.

For these purposes, included, without limitation, is the recognition of WENEA's ownership of all copyrights, intellectual and/or industrial property rights, being able to exploit the App, without any restriction of temporal, territorial, media or exploitation modalities nature and without any limitations other than those set forth by law, all the contents published therein. Furthermore, the user is hereby informed that all logos, designs, trademarks and any other element in this category are the exclusive property of WENEA, or the Diggia Group, and therefore access to the App by the user does not imply any kind of transfer or licence to use them.

The structure, features, codes, working methods, information systems and exchange of the same, development tools, know-how, methodologies, processes, technologies or algorithms that constitute and/or may constitute the App, are the exclusive property of WENEA, being duly protected by national and international intellectual and/or industrial property laws, and may not be subject to further modification, copying, alteration, reproduction, adaptation or translation by the user without obtaining prior express consent from WENEA.

In order to enable the user to use the Application, which is the exclusive property of WENEA, WENEA hereby grants the user a licence to use the Application limited to the charging service offered by WENEA, or to the exploration of the Application in favour of the user: non-exclusive, limited in time with regard to the duration of this contract, unlimited in space insofar as it can be accessed from any Internet-enabled device, non-transferable, revocable and non-sublicensable.

In any case, any reproduction, imitation, transfer, translation, modification, creation of derivative works and/or public communication is strictly prohibited, regardless of the resources used to do so, with the user or third-party infringer assuming all direct or derived responsibilities that may arise.

For any aspect not expressly acknowledged in this contract, all rights are reserved in favour of WENEA, and written authorisation from WENEA shall be required to carry it out.

15. RESPONSIBILITIES ASSUMED BY THE PARTIES

WENEA and the User undertake to fulfil their legal and contractual obligations in accordance with this contract. If one party fails to perform any of its obligations or hinders the other party's performance of its obligations, the other party shall be entitled to claim compensation for damages: for consequential damages and loss of profit alike.

The parties shall be held liable for their personal breaches, and the other party shall be indemnified against any error, fault or negligence not attributable thereto, as well as against any damage resulting from such breaches or errors attributable to the other party to the contract.

WENEA shall make commercially and technically reasonable efforts to keep its services available via the App, which is an obligation that shall not, however, apply to any downtime performance-related issue caused by:

- Temporary downtime of the App is due to upgrades and/or technical maintenance being performed.
- Causes beyond WENEA's control: force majeure, Internet access problems, technological problems beyond the diligent and reasonable control of the owner of the App, third-party omissions or actions, etc.
- In all the aforementioned cases, which are beyond the owner's control and due diligence, WENEA shall not be held liable with regard to compensating the user for loss of profit or damages.
- In the event of closure or suspension of the App on grounds beyond the control of the parties, the user shall be duly informed of the transfer of the service to a new domain, with only the stipulations of this contract being modified with respect to the domain on which the App remains active.

Responsibility assumed by the user:

The user is obliged to pay the stipulated price every time the electric vehicle is charged. In the event of non-payment, WENEA reserves the right to block the user, with a view to prohibiting any further charges until the outstanding payment(s) is/are settled. This is without prejudice to any legal action that WENEA may take against the user on these grounds.

Furthermore, the user shall be responsible for correctly using the chargers, and may not cause damage or use them negligently, in a way that could cause harm to other users. Should WENEA detect improper use, bad faith, or negligence by the user, it may also claim the corresponding liabilities for damages.

16. NULLITY OF CLAUSES

All the clauses set forth herein must be interpreted independently and autonomously, and the rest of the stipulations shall not be affected in the event that one of them has been declared null and void by a court judgement or final arbitration decision. The clause(s) concerned shall be replaced by another clause or clauses preserving the intended purposes of the conditions of use.

17. JURISDICTION

These Conditions of Contract are governed by Spanish law. In the event of a dispute, the parties hereby agree to submit to the Courts and Tribunals of the city in which WENEA has its fiscal domicile, in other words, the city of Madrid.

To file a complaint, the user may send a letter to the electronic or physical address indicated in the "Identification" section, and we shall undertake to always seek an amicable solution to the dispute.

PRIVACY AND DATA PROTECTION POLICY

This Privacy Policy governs the processing of the data collected by WENEA SERVICES UK, LTD (hereinafter, Wenea) through the App, the Website and/or by providing the electric car charging service at the different public charging points offered by Wenea (hereinafter, the Service). This Policy forms an integral part of the General Terms and Conditions of Use and Contract.

The User guarantees that the data provided is true, accurate, complete and updated, and is responsible for any direct or indirect damage it may cause as a consequence of the breach of such obligation.

With regard to the personal data requested through the forms provided, the User must provide, as a minimum, those marked with an asterisk, since, if these data, considered necessary, are not provided, Wenea shall not be able to accept and deal with your request.

WENEA SERVICES UK, LTD., as Data Controller, hereby informs you that, in accordance with the provisions of Regulation (EU) 2016/679, of 27 April (GDPR), we shall process your data as set forth in this Privacy Policy.

In this Privacy Policy, we set out how we collect your personal data and why we collect them, what we do with them, who we share them with, how we protect them and your choices about how we process your personal data.

This Policy applies to the processing of your personal data collected by the company to provide its services. If you agree to the measures in this Policy, you consent to our processing of your personal data as set forth herein.

Responsible company for processing the User's personal data

Identity: WENEA SERVICES UK, LTD

Company number: 13383115

Postal Address: International House, 1 St. Katharine's Way, London E1W 1YL. Email: privacy@wenea.com ; dpo@wenea.com

Key principles

WENEA hereby informs you that we have always been committed to providing the highest quality services, which entails securely and transparently processing your data. Our principles are:

Legality: We shall only collect personal data from you for specified, explicit and legitimate purposes.

Data minimisation: We limit the collection of personal data to what is strictly relevant and necessary for the purposes for which it was collected.

Data security: We implement appropriate technical and organisational measures proportionate to the risks to ensure that your data is not subject to damage, such as unauthorised disclosure or access, accidental or unlawful destruction or accidental loss or alteration and any other form of unlawful processing.

Access and Rectification: We have the resources for you to access or rectify your data whenever you deem it appropriate.

Retention: We retain your personal data in a lawful and appropriate manner and only for as long as is necessary for the purposes for which it was collected.

International transfers: should your data be transferred outside the EU/EEA it shall be adequately always protected and with your explicit consent.

Third Parties: Access and transfer of personal data to third parties are carried out in accordance with applicable laws and regulations and with appropriate contractual safeguards.

Direct Marketing: We comply with applicable advertising legislation.

Data collected from the User for processing

If the User wishes to obtain information and a quote for the purchase and installation of electric vehicle charging equipment, he/she must provide the following personal data, which shall be collected by WENEA:

- Name and surnames
- Telephone
- ID document (optional)
- Address (optional)
- Vehicle and registration plate data (optional)
- Location or Geolocation of the mobile device
- Registration data
- Bank data (encrypted and anonymised)

Purpose of processing the User's personal data

The personal data collected through the Web Platform and/or within the framework of providing the Service shall be incorporated into files owned by Wenea with a view to managing the Service Users, providing the Service and, broadly speaking, managing, developing and complying with the relationship entered between Wenea and the Users.

Wenea may furthermore process your data for the following purposes:

- User registration and management; provision, management, optimisation, personalisation and monitoring of the Service; as well as assisting the User.
- User identification and verification of compliance with the necessary requirements for vehicle charging.
- Management of collections, payments, non-payments, invoicing, claims, accidents and administrative infringements, as well as fraud control and prevention.
- Handling requests, complaints, suggestions or claims.
- App Management.
- Sending advertising and commercial information provided, the User gives their express consent thereto. However, the User may turn down this request at any time
- Fulfilment of legal obligations related to the Service.

Wenea shall not under any circumstances use the data the User provides to render services other than those mentioned, or, where applicable, to achieve a purpose other than that which is authorised by the holder of that data.

Transfer of User’s personal data

Wenea hereby informs you that your data may be communicated to the following entities:

- Tax Agency and other competent administrations, with a view to fulfiling tax obligations.
- Other public administrations and/or competent authorities, such as State Security Forces and Corps, to the extent necessary and/or pursuant to the applicable regulations.
- Financial institutions and payment gateways, to manage collections and process payments.

Users are hereby informed that their data shall not be transferred to third parties without obtaining prior express consent for such transfer, always informing as to: the recipient, the purpose and the data retention period, unless such transfer is made by legal obligation, in which case the User shall only be informed.

Basis for data processing

The legal basis for the data processing and/or transfers presented above is:

- The execution of the established legal contract or relationship.
- The User's consent, with regard to the processing of identification data, is necessary to identify the User and subsequently provide the Service.
- The User's consent, with regard to the processing and/or transfer of data for the management of assistance, installation and repair services for the Product, for as long as the Product warranty is in force.
- The fulfilment of legal obligations in relation to the processing and the possible transfer of the data to competent administrations and authorities.

Data retention

The data shall be retained if the established legal relationship exists, for as many years as necessary to fulfil the legal obligations, and in relation to the rest of the processing purpose, so long as the User does not request its deletion.

Confidentiality

Wenea commits to preserve maximum confidentiality and secrecy about the private and personal information it has access to. Wenea implements the technical and organisational measures established in data protection regulations, based on the type of data processed in each case. In the collection and processing of personal data, adequate security measures have been adopted to prevent the loss, unauthorised access or manipulation thereof, according to the stipulations in the aforementioned regulations. Should there be any breach of security in the Wenea IT system that could compromise the security of the User’s data, it shall be immediately informed, and the action protocol shall be followed in accordance with Data Protection regulations currently in force, as well as the Spanish Data Protection Agency within 72 hours from the moment the incident is detected.

User Rights

With regard to personal data, and by virtue of the provisions of Regulation (EU) 2016/679 of 27 April, General Data Protection, the User may exercise the following rights:

Access: The User may request to be informed if their personal data is being used or not. If it is being used, they shall also have the right to know additional information such as what personal data it consists of, what it is being used for or

the entities with which it is being shared, among other matters.

Rectification: The User may request the modification of any of the Personal Data so that it is accurate and updated. To this effect, the User must always keep the Personal Data in their account up to Date.

Deletion: The User may request the removal of their Personal Data when it is no longer necessary for the purpose for which it was used.

Limitation: The User has the right to request the temporary restriction of the use of their Personal Data (i) when they consider that their data is inaccurate until it is verified or updated, and (ii) when they are no longer needed to carry out the purposes.

Portability: The User may request a structured, commonly used file readable by a computer system be delivered directly to them or to another entity, provided it is technically possible, which file contains their personal data, as well as any other information related to the rendering of the service.

Opposition: The User may oppose their data being used for any of the abovementioned purposes at any time.

In order to exercise the aforementioned rights, the User may write to WENEA SERVICES UK, LTD, to the e-mail address privacy@wenea.com or dpo@wenea.com and, if need be, identification data shall be requested.

Changes and/or updates in the Privacy Policy

Wenea reserves the right to modify or amend this Privacy Policy at any time, considering current data protection regulations. If there is any change, it will be notified upon opening the session in the Service through the Web Page. The User shall have the right to object by writing to privacy@wenea.com; and dpo@wenea.com in accordance with the aforementioned regulations.