

# LEGAL NOTICE

## LAW OF THE SERVICES OF THE INFORMATION SOCIETY (LSSI)

Chargevite Energy, SLU, responsible for the portal <https://chargevite.com/>, hereinafter Chargevite, makes this document available to users, with which it intends to comply with the obligations set forth in Law 34/2002, of 11 July, Information Society Services and Electronic Commerce (LSSICE), as well as informing all users of the website regarding the conditions of use.

Any person who accesses this website assumes the role of User, committing to the observance and strict compliance with the provisions set forth herein, as well as any other legal provision that may be applicable. Chargevite reserves the right to modify any type of information that may appear on the website, without there being an obligation to pre-notify or inform users of said obligations, with publication on the Chargevite website being understood as sufficient.

### 1. IDENTIFICATION DATA

Company name: Chargevite Energy, S.L.U.

Trade name: Chargevite (R)

VAT nr: ESB01721364

Address: Polígono Industrial Malpica, calle F Oeste, Grupo Gregorio Quejido, nave 90 (50016 Zaragoza, Spain).

### 2. USE OF THE WEBSITE

Through this Website, we offer Users the possibility of accessing information about our products and services.

### 3. PRIVACY AND DATA PROCESSING

When it is necessary to provide personal data to access certain content or service, Users will guarantee its truthfulness, accuracy, authenticity, and validity. The Company will give said data the corresponding automated treatment according to its nature or purpose, in the terms indicated in the Privacy Policy section.

#### 4. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The User acknowledges and accepts that all the contents shown in the Website and, especially, designs, texts, images, logos, icons, buttons, software, trade names, brands, or any other signs susceptible of industrial and/or commercial use are subject to Intellectual Property Rights and that all trademarks, trade names or distinctive signs, all industrial and intellectual property rights, over the contents and/or any other elements inserted in the page, are the exclusive property of the Company and/or third parties, who have the exclusive right to use them in economic traffic. Therefore, the User agrees not to reproduce, copy, distribute, make available or in any other way publicly communicate, transform or modify such content, keeping the Company harmless from any claim arising from the breach of such obligations.

In no case does access to the Website imply any type of waiver, transmission, license or total or partial cession of said rights, unless expressly stated otherwise.

These General Conditions of Use of the Website do not confer on the Users any other right of use, alteration, exploitation, reproduction, distribution or public communication of the Website and/or its Contents other than those expressly provided herein. Any other use or exploitation of any rights will be subject to the prior and express authorization specifically granted for this purpose by the Company or the third-party owner of the affected rights.

The contents, texts, photographs, designs, logos, images, computer programs, source codes and, in general, any existing intellectual creation in this Site, as well as the Site itself as a whole - as a multimedia artistic work - are protected as copyright by the legislation on intellectual property. The Company is the owner of the elements that make up the graphic design of the Website, the menus, navigation buttons, the HTML code, the texts, images, textures, graphics, and any other content of this Website or, in any case, it has the corresponding authorization for the use of said elements. The content provided in this Website may not be reproduced in whole or in part, nor transmitted, or recorded by any information retrieval system, in any form or in any medium, unless prior authorization is obtained, by written, of the aforementioned Entity.

Likewise, it is forbidden to suppress, evade and/or manipulate the "copyright" as well as the technical protection devices, or any information mechanisms that the contents may include. The User of this Website undertakes to respect the rights set forth and to avoid any action that could harm them, reserving in any case the Company the exercise of whatever means or legal actions correspond to it in defence of its legitimate intellectual and industrial property rights.

## 5. OBLIGATIONS AND RESPONSIBILITIES OF THE USER OF THIS WEBSITE

The User agrees to:

1. Make proper and lawful use of this Website, as well as the contents and services, in accordance with: (i) the applicable legislation in force; (ii) the General Conditions of Use of this Website; (iii) generally accepted morals and good customs and (iv) public order.
2. Provide all the means and technical requirements that are needed to access this Website.
3. Provide truthful information by filling in the forms contained in this Website with your personal data and keeping them always updated so that it responds, at all times, to the real situation of the User. The User will be solely responsible for any false or inaccurate statements made and for the damages caused to the Company or third parties by the information provided.

Notwithstanding the provisions of the previous section, the User must also refrain from:

1. Make unauthorized or fraudulent use of this Website and/or the contents for illegal purposes or effects, prohibited in these General Conditions of Use, harmful to the rights and interests of third parties, or that in any way may damage, disable, overload, deteriorate or prevent the normal use of services or documents, files and all kinds of content stored on any computer.
2. Access or attempt to access restricted areas or resources of this Website, without complying with the conditions required for such access.
3. Causing damage to the physical or logical systems of this Website, its suppliers or third parties.
4. Introducing or spreading computer viruses or any other physical or logical systems that are likely to cause damage to the physical or logical systems of the Company, suppliers or third parties.
5. Try to access, use and/or manipulate the data of the Company, third-party providers and other Users.
6. Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless the User has the authorization of the owner of the corresponding rights, or it is legally permitted.
7. Delete, hide or manipulate the notes on intellectual or industrial property rights and other data identifying the rights of the Company or third parties incorporated into the contents, as well as the technical protection devices or any information mechanisms that may be inserted in the content.
8. Obtain and try to obtain the contents using means or procedures other than those that, depending on the case, have been made available for this purpose or have been expressly indicated on the web pages where the contents are found or, in general, of those that are habitually used on the Internet because they do not entail a risk of damage or disablement of this Website and/or the contents.

9. In particular, and merely indicative and not exhaustive, the User undertakes not to transmit, disseminate or make available to third parties' information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material that:
- In any way is contrary, disparages or violates the fundamental rights and public freedoms recognized constitutionally, in the International Treaties and in the rest of the current legislation.
  - Induce, incite or promote criminal, denigrating, defamatory, violent actions or, in general, contrary to the law, morals, generally accepted good customs or public order.
  - Induce, incite or promote discriminatory actions, attitudes or thoughts based on sex, race, religion, beliefs, age or condition.
  - Incorporate, make available or allow access to products, elements, messages and/or services that are criminal, violent, offensive, harmful, degrading or, in general, contrary to the law, morality and generally accepted good customs or order public. Induce or may induce an unacceptable state of anxiety or fear.
  - Induce or incite to engage in dangerous, risky or harmful practices for health and mental balance.
  - It is protected by the legislation on intellectual or industrial protection belonging to the Company or to third parties without the intended use having been authorized.
  - Is contrary to honour, personal and family privacy or people's own image.
  - Constitute any type of advertising.
  - Include any type of virus or program that prevents the normal functioning of this Website.

If to access some of the services and/or contents of this Website, the User is provided with a password, he/she is obliged to use it diligently, keeping it always secret. Consequently, it will be responsible for its adequate custody and confidentiality, agreeing not to assign it to third parties, temporarily or permanently, or to allow access to the aforementioned services and/or contents by outsiders. Likewise, it is obliged to notify the Company of any fact that may imply an improper use of its password, such as, by way of example, its theft, loss or unauthorized access, in order to proceed to its immediate cancellation.

Therefore, as long as the previous notification is not made, the Company will be exempt from any liability that may arise from the improper use of its password, being its responsibility for any illegal use of the contents and/or services of this Website by any illegitimate third party.

If the User negligently or wilfully breaches any of the obligations established in these General Conditions of Use, he/she will be liable for all damages that may arise for the Company from such breach.

## 6. RESPONSIBILITIES

Continuous access is not guaranteed, nor the correct viewing, downloading or usefulness of the elements and information contained in the web that may be impeded, hindered or interrupted by factors or circumstances that are beyond its control. It is not responsible for the decisions that may be taken as a result of access to the content or information offered.

The service may be interrupted, or the relationship with the User immediately resolved, if it is detected that a use of its Website, or of any of the services offered therein, is contrary to these General Conditions of Use. The Company is not responsible for damages, losses, claims or expenses derived from the use of this Website.

It will only be responsible for removing, as soon as possible, the contents that may cause such damages, provided that it is notified. In particular, we will not be responsible for any damages that may arise, among others, from:

1. Interferences, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the operation of the electronic system, caused by deficiencies, overloads and errors in the telecommunications lines and networks, or by any other cause beyond the control of the business.
2. Illegitimate interference through the use of malicious programs of any kind and through any means of communication, such as computer viruses or any other.
3. Improper or inappropriate abuse of this Website.
4. Security or navigation errors produced by a malfunction of the browser or by the use of non-updated versions of it. The administrator of this Website reserves the right to withdraw, totally or partially, any content or information present in this Website.

The Company excludes any liability for damages of any kind that may be due to the misuse of the services freely available and used by the Users of this Website. Likewise, it is exonerated from any responsibility for the content and information that may be received as a result of the data collection forms, being the same only for the provision of the services of queries and doubts. On the other hand, in case of causing damages due to an illicit or incorrect use of said services, the User may be claimed for the damages caused.

The User will hold the Company harmless from any damages arising from claims, actions or demands of third parties as a result of the access to or use of this Website. Likewise, the User is obliged to indemnify against any damages arising from the use of "robots", "spiders", "crawlers" or similar tools used in order to collect or extract data or any other action on his/her part that imposes an unreasonable burden on the operation of this Website.

## 7. HYPERLINKS

The User undertakes not to reproduce in any way, not even through a hyperlink, this Website, as well as any of its contents, unless expressly authorized in writing by the person responsible for the file.

This Website may include links to other websites, managed by third parties, in order to facilitate the User's access to the information of collaborating and/or sponsoring companies. In accordance with this, the Company is not responsible for the content of said Websites, nor is it in a position of guarantor or party offering the services and/or information that may be offered to third parties through third-party links.

The User is granted a limited, revocable and non-exclusive right to create links to the main page of this Website exclusively for private and non-commercial use. The Websites that include a link to our Website (i) may not falsify their relationship or affirm that such a link has been authorized, or include brands, names, trade names, logos or other distinctive signs of our Company; (ii) may not include content that may be considered in bad taste, obscene, offensive, controversial, that incites violence or discrimination based on sex, race or religion, contrary to public order or illegal; (iii) may not link to any page of this Website other than the main page; (iv) must link to the address of this Website, without allowing this Website that makes the link to reproduce this Website as part of its website or within one of its "frames" or create a "browser" on any of the pages of this Website. The Company may request, at any time, to remove any link to this Website, after which it must immediately proceed to its removal.

The Company cannot control the information, content, products or services provided by other Websites that have established links to this Website.

## 8. DATA PROTECTION

To use some of the Services, the User might previously provide certain personal data. The Company will automatically process this data and apply the corresponding security measures, all in compliance with GPRD 2016/679 (EU) and 2000/31/EC Directive RGPD. The User can access the policy followed in the treatment of personal data, as well as the establishment of the previously established purposes, under the conditions defined in the Privacy Policy.

## 9. COOKIES

The Company reserves the right to use "cookie" technology in the Website, in order to recognize the User as a frequent User and personalize the use made of the Website by pre-selecting the language, or more desired or specific content.

The cookies collect the User IP address, with Google being responsible for the processing of this information.

Cookies are files sent to a browser, through a Web server, to record the User's browsing on this Website, when the User allows their reception. If the User wish, he/she can configure the browser to be notified on the screen of the receipt of cookies and to prevent the installation of cookies on the hard drive. Please consult the instructions and manuals of the browser to expand this information.

Thanks to cookies, it is possible that the browser of the computer used by the User can be recognized in order to provide content and offer the User's browsing or advertising preferences, to the demographic profiles of the User, as well as to measure visits and traffic parameters, control the progress and number of entries.

## 10. DECLARATIONS AND WARRANTIES

In general, the contents and services offered on the Website are merely informative. Therefore, when offering them, no guarantee or declaration is granted in relation to the contents and services offered on the Website, including, but not limited to, guarantees of legality, reliability, usefulness, truthfulness, accuracy, or marketability, except in the to the extent that such representations and warranties cannot be excluded by law.

## 11. FORCE MAJEURE

The Company will not be responsible at all in case of impossibility of providing service, if this is due to prolonged interruptions of the electricity supply, telecommunications lines, social conflicts, strikes, rebellion, explosions, floods, acts, and omissions of the Government, and in general all cases of force majeure or fortuitous event.

## **12. RESOLUTION OF DISPUTES. APPLICABLE LAW AND JURISDICTION**

These General Conditions of Use, as well as the use of the Website, will be governed by Spanish legislation. For the resolution of any controversy, the parties will submit to the Courts and Tribunals of the registered office of the Responsible for the website.

In the event that any stipulation of these General Conditions of Use turns out to be unenforceable or null by virtue of the applicable legislation or as a consequence of a judicial or administrative resolution, said unenforceability or nullity will not make these General Conditions of Use unenforceable or null as a whole. In such cases, the Company will proceed to modify or replace said stipulation with another that is valid and enforceable and that, as far as possible, achieves the objective and claim reflected in the original stipulation.

This English version is a translation of the original in Spanish for information purposes only. In case of discrepancy, the Spanish original will prevail.