

# General Terms and Conditions of Use (GTCU)

Effective from 23 July 2024.

Welcome to [www.ilewatt.fr](http://www.ilewatt.fr) or the "iléwatt" application (hereinafter, the "Application"). By checking the box provided for this purpose when you first connect to the Application, you agree to read this document (hereinafter, the "General Terms and Conditions of Use" or "GTCU") and accept it without limitation or reservation. You also agree to read the personal data and cookies policy available on the Application [www.ilewatt.fr/en/privacy-cookies-policy](http://www.ilewatt.fr/en/privacy-cookies-policy). We inform you that other TotalEnergies websites you may visit are subject to different general terms and conditions of use and personal data protection policies, or any other document relating to the protection of personal data. We recommend that you read their legal notices carefully.

TotalEnergies companies have their own legal existence and independent legal status. The company that publishes the Application (hereinafter, "the Publisher") belongs to TotalEnergies. In general, "TotalEnergies", "the company TotalEnergies" and "Company" refer to TotalEnergies and/or its subsidiaries and affiliates; a subsidiary is a company whose voting rights are held directly or indirectly by TotalEnergies. Similarly, the terms "we", "us" and "our" are used to refer to the Publisher or any TotalEnergies company in general or those who work for them. These terms are also used when identifying the company or companies in question is unnecessary. These terms do not imply that TotalEnergies SE or any of its subsidiaries or affiliates are involved in the business or management of any other TotalEnergies company.

## 1. Legal notices

### Publisher of the application

TotalEnergies Charging Services, simplified joint stock company, with a capital of €4,050,000.00 and registered office at 24 cours Michelet, 92800 PUTEAUX, filed with the Trade Register of RCS Nanterre under number 844192443.

Intra-Community VAT number: FR73844192443

Email address: [contact-chargingservices@totalenergies.com](mailto:contact-chargingservices@totalenergies.com)

Director of the publication: Solutions Department

### Application host

Amazon Web Services, Inc. Hosted in Germany (eu-central-1)

P.O. Box 81226, Seattle, WA 98108-1226

<http://aws.amazon.com>

## 2. Definitions

The terms and expressions written with an initial capital letter in the GTCU have the following meanings, whether they are used in the singular or plural:

"Account" refers to the unique space reserved for the Member, accessible after registration and enabling the User to use the services offered on the Application.

"Member" refers to any person who has created an Account and has subscribed to the Services offered.

"Payment Service Provider" refers to FISERV, the service provider of TotalEnergies Charging Solutions, an electronic money issuer authorised in Luxembourg by the *Commission de Surveillance du Secteur Financier* (Financial Regulatory Authority) under No. 3812 and authorised to operate in France. The payment service provider appears on the list of electronic money institutions available for consultation at [www.cssf.lu/surveillance/ep-eme/listes-officielles](http://www.cssf.lu/surveillance/ep-eme/listes-officielles). The Payment Provider handles payment for the Services between the Customer and the TotalEnergies entity in charge of operating the Application in the territory in question.

"Services" refers to the electric vehicle charging service provided by TotalEnergies Charging Services and its subsidiaries.

"User" refers to any Member or Visitor using the Application.

"Visitor" refers to any natural person who does not have an Account.

## 3. Access and registration

Terms and Conditions have been drawn up to govern the use of the Application. In the field of technology and communication, they supplement the policies and other texts applicable at the Company: Code of Conduct, internal rules, policy on the use of IT resources, etc.

All Users must comply with the principles set out in the GTCU, which define a general framework common to all Users to avoid inappropriate use of the Application. They apply to all features of the Application.

### 3.1 Terms and conditions of access to the Application

Each User agrees to comply with the GTCU and applicable legislation and states in particular that:

- they have the skills and means necessary to access and use the Application;
- they grant the Publisher and, where applicable, its partners the right to make any use of the information provided (other than personal data);
- they have checked that the Internet configuration used is virus-free and in perfect working order;
- they maintain the confidentiality of the User IDs and passwords sent to the User by the Publisher and are therefore responsible for their use and safekeeping. The Publisher

reserves the right to suspend access to the Application and the Account in the event of actual or attempted fraudulent use of such access.

### **3.2 Application registration procedure**

In order to create an Account and become a Member, the User must register on the Application by entering their email address and password, which must be sufficiently secure. They must also accept these General Terms and Conditions of Use.

A confirmation email is sent to the Member to confirm the creation of the Account. The Member will then be able to connect to their Account using the identification information provided at registration.

The Member declares that all the information and documents provided at registration are accurate and, in the event of any change thereto, undertakes to inform the Publisher without delay via their Account. Failure to notify or the provision of insufficient or incorrect information may result in the termination of the Services provided by the Application and of the TotalEnergies Charging Services.

## **4. Use and commitments assumed by the User**

### **4.1 Use of the Application**

On the Application, the User may:

- locate charging stations;
- request the provision of Services offered by TotalEnergies, i.e. order the charging of their electric vehicle via the Application;
- track the charging status of their electric vehicle in real time;
- use their credit card to pay for the provision of Services via the Application;
- contact customer service and request assistance in the event of difficulties encountered in the provision of the Services or when using the Application;
- take out a subscription whose terms and conditions are governed by the general terms and conditions of sale available in the Application.

In addition to the above features, Members can also manage their Account, transactions and payment methods.

## 4.2 Commitments for the User

The User acknowledges that:

- the GTCU apply to any User authorised to use the Application;
- the Application is for professional and personal use;
- each User is identified and uses the Application in their own name.

The User also agrees to:

- protect personal data in accordance with applicable law and internal rules; refrain from any use that is contrary to applicable regulations, to public order or to accepted standards of behaviour;
- provide information that is accurate, complete, sincere and unambiguous, and update it if necessary to take account of any changes;
- have all the rights and authorisations required to provide the information and content that is published.

## 5. Personal data

For the User to use the Application, the Publisher, as data controller, processes personal data as defined in Regulation (EU) 2016/679 of 27 April 2016 - GDPR).

To find out more about how their personal data is processed and to exercise their rights, Users should consult our Personal Data and Cookies Policy [www.ilewatt.fr/en/privacy-cookies-policy](http://www.ilewatt.fr/en/privacy-cookies-policy).

## 6. Intellectual property

### 6.1 Principle

All information or documents (texts, animated or still images, sounds, photographs, know-how, products mentioned) appearing on the Application, as well as all elements created for the Application and its general structure, are either the property of the Publisher or the TotalEnergies company, or are subject to rights of use, reproduction and representation granted thereto. This information, documents and elements are subject to copyright laws insofar as they have been made available to the public on the Application. No licence or right other than that of consulting the Application has been granted to any person vis-à-vis intellectual property rights. The reproduction of documents from the Application is authorised for information purposes only and exclusively for personal and private use. Any reproduction or use of copies made for any other purpose is expressly prohibited and subject to prior and express authorisation from the Publisher of the Application. In all cases, authorised reproduction of the information displayed on the Application must cite the corresponding source and owner.

### 6.2 Distinctive signs

Unless stated otherwise, the trade names, logos, products and trademarks cited on the Application are the property of the Publisher of the Application or the TotalEnergies company, or

they are subject to rights of use, reproduction or representation granted to them. These elements cannot be used without the Publisher's prior written consent.

### **6.3 Databases**

The databases made available to you are the property of the Publisher, which has the status of database producer. You may not extract or re-use any part of the databases that is substantial in qualitative or quantitative terms, even for private purposes.

### **6.4 Photo/video credits**

The photo/video credits can be seen by hovering your mouse over the images/videos.

## **7. Hyperlinks**

### **7.1 Clicking on a link**

The Publisher formally declines all liability for the content of the sites to which it links. Please see the general terms and conditions of use and the policy relating to personal data and cookies—or any other document relating to the protection of personal data—of said websites for information about their practices. The responsibility for deciding to click on a link falls exclusively to the User. The Publisher may modify or delete a link on the Application at any time.

### **7.2 Authorisation of links**

If you wish to create a hyperlink to this Application, you must get in touch with the Publisher using the contact details given at the end of these GTCU to obtain its prior consent in writing.

## **8. Notices**

### **8.1 Responsibility**

The information and recommendations available on the Application (hereinafter, the "Information") are provided in good faith. They are deemed to be correct at the time of publication on the Application. However, the Publisher does not represent or warrant the completeness or accuracy of the Information. You fully assume the risks associated with the credit you give to them. The Information is provided to you on condition that you or any other person who receives it can determine its usefulness for specific purposes before using it. Under no circumstances may the Publisher be held liable for any damage resulting from reliance on or use of the Information. The Information must not be considered as recommendations for the use of information, products, procedures, equipment or formulas which would be in violation of an intellectual property right. The Publisher declines all express and implied liability if the use of the Information infringes any intellectual property right.

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no circumstances will the Publisher undertake to update or correct the Information published on the Internet or on its web servers. The Publisher reserves the right to modify or correct the content of its websites at any time and without prior notice.

Where the following list is not to be considered exhaustive, the Publisher does not warrant that the Application will function without interruption and that the servers providing access to it and/or the third-party sites to which the hyperlinks point do not contain viruses.

## **8.2 Forward-looking statements**

The documents presented on this Application may contain forward-looking statements about the Company (including objectives and trends) and forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995, including statements regarding the financial situation, results of operations, business, strategy and plans of TotalEnergies.

The forward-looking information and statements contained in these documents are based on economic data and assumptions made in a given economic, competitive and regulatory environment. They may prove to be inaccurate in the future as they depend on risk factors that could cause actual results to differ significantly from those predicted, such as changes in exchange rates, the price of petroleum products, the ability to achieve cost reductions or gains in efficiency without unduly disrupting operations, environmental regulatory considerations and general economic and financial conditions. Similarly, certain financial information is based on estimates, particularly when assessing the recoverable amount of assets and the amounts of any impairment losses.

Neither TotalEnergies nor any of its subsidiaries undertake any obligation to update or revise any of the declarations, forward-looking statements, trends or objectives contained in these documents, whether as a result of new information, future events or otherwise. Additional information about the factors, risks and uncertainties which could affect the Company's financial results or business is also available in the most recent versions of the *Document de reference / Document d'enregistrement universel* (Reference document/Universal registration document) filed in France with the *Autorité des marchés financiers* (Financial Markets Authority) and the Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission ("SEC").

## **9. Applicable law and updates to the GTCU of the Application**

The Publisher may update the GTCU of the Application at any time. Users are invited to refer regularly to the latest GTCU available on the Application.

If one or more provisions of the GTCU are deemed unenforceable or prohibited by public policy regulations, the remaining unaffected provisions of the GCU will remain enforceable against Users to the extent permitted by such regulations.

The GTCU are governed by French law and are subject to the jurisdiction of the competent French courts.

## **10. Contact details**

If you have any questions about the GTCU of the Application, please contact us by email at [contact-chargingservices@totalenergies.com](mailto:contact-chargingservices@totalenergies.com) or by post to TotalEnergies Charging Services, 24 cours Michelet, 92800 Puteaux, France.