

# General Terms and Conditions of Use and Sale (GTCUS) Applicable to the Iléwatt Electric Charging Network

Effective from 23 July 2024.

## PREAMBLE

These General Terms and Conditions of Use and Sale apply to the Public Charging Service for Electric or Plug-in Hybrid Vehicles of the European Metropolis of Lille, called Iléwatt, the operation of which has been commissioned to TEVGO, a single-member simplified joint stock company with a capital of €3,050,000, filed with RCS Nanterre (Companies Registry) under number 879 321 487, Tour Michelet, Bâtiment B/C, 24 Cours Michelet, 92800 Puteaux.

## CLAUSE 1: DEFINITIONS

Meaning of terms and expressions used in the document:

**"Subscriber"**: means any natural or legal person (whether governed by private or public law) who subscribes to the Charging Service.

**"Accessories"**: means any approved equipment for connecting the vehicle to a Charger (e.g. approved connection wire).

**"Mobile Application"**: means the application available as part of the Iléwatt Charging Service for iOS and Android, which shows the locations of Chargers and lets users create a personal area, start, monitor and stop a charging session.

**"Third-Party Badge"**: means a badge offered by mobility operators other than the Operator, allowing a Third-Party Visitor to access and use Chargers as part of the inbound Charge Roaming service.

**"Charger" or "Charge Point"**: means the Vehicle chargers operated by the Operator and available as part of the Charging Service that is the object of these General Terms and Conditions of Use and Sale. A Charger shall be fitted with one or more Charge Points so that vehicles can be charged in accordance with the tariff restrictions and conditions set forth in Appendix 1.

**"General Terms and Conditions of Use and Sale", or "GTCUS"**: means this document.

**"Operator"**: means TEVGO, the entity that operates the Iléwatt electric charging network.

**"Idle connection fee"**: means a per-minute charge applied when the vehicle remains connected after the vehicle is fully charged.

**"Inbound Charge Roaming Service"**: means, for a Third-Party Visitor, the right to use the Chargers by means of a Third-Party Badge without having entered into a Contract with the Operator.

**"Individual"**: means any natural person who uses the Chargers for purposes that are not part of their commercial, industrial, craft or professional activity.

**"Service provider"**: means the following company hereinafter referred to as the Operator's payment service provider for the Charging Service: FISERV.

**"Charge"**: means the different charges offered as part of the Charging Service.

**"Charging service"**: means the electric vehicle charging service provided by the Operator.

**"Charging session"**: means the period of time during which a User uses a charger to charge their electric vehicle.

**"Website"**: means the website of the Charging Service accessible at <https://www.ilewatt.fr>.

**"Charging Station"**: means an electric charging station in the European Metropolis of Lille, consisting of parking spaces fitted with a Charger: The list of Charging Stations made available as part of the Charging Service is available on the website and on the mobile application.

**"User"**: means any natural or legal person (whether governed by private or public law) using the Iléwatt electric charging network.

**"Vehicle"**: means the rechargeable electric or plug-in hybrid vehicle of the person using the network and for which the person is using the Charging Service. Without further clarification, the term "Vehicle" refers to the Vehicle itself and its Accessories. The Vehicle may be a passenger vehicle, a light commercial vehicle or an electric two-wheeler.

**"Visitor"**: means either an Identified or Third-Party Visitor or natural person with a bank card and using the Charging Service.

**"Identified Visitor"**: means any natural or legal person (whether governed by private or public law) using the Charging Service via the mobile application or the website.

**"Third-Party Visitor"**: means any natural or legal person (whether governed by private or public law) using the Chargers as part of the Inbound Charge Roaming Service.

## **CLAUSE 2: OBJECT - DESCRIPTION OF THE CHARGING SERVICE**

**2.1.** The GTCUS define the procedures for the implementation of the Charging Service between the Operator and the User. Use of the Charging Service and the Charges is subject to the User's acceptance of and compliance with the rights and obligations set out in these GTCUS, governing use of the website and mobile application of the European Metropolis of Lille's Charging Service.

**2.2.** The Charging Service includes:

### **Access to Vehicle Charging**

As part of the Charging Service, the User can charge their Vehicle at a Charging Station, in a parking space fitted with a Charger.

The Visitor can access and use the Charging Service directly at the Charger fitted with a payment terminal or using the mobile application and the website at [www.ilewatt.fr](http://www.ilewatt.fr) and for the Subscriber or Third-Party Visitor, directly on the Charger, using an RFID badge reader.

**Access to the Subscriber's Personal Area**, accessible from the website and mobile application, enabling the Subscriber to activate their subscription on their Pass Pass card, consult their invoices or view their consumption history, and view and modify their personal details.

## **CLAUSE 3: DURATION**

The Iléwatt Subscription comes into effect from the date of subscription and is payable monthly.

As the Contract is signed remotely, it is deemed to have been concluded on the date the Subscriber receives the summary e-mail sent in response to their application for subscription.

The Subscription is renewed automatically each month on the anniversary date, unless the Subscriber notifies the Operator that they do not wish to renew their Subscription; any month started is due. To apply for cancellation, the subscriber must log on to their customer area. Once the application has been reviewed and validated, it will be taken into account and processed as quickly as possible. Once the application for cancellation has been processed, the subscriber will receive an e-mail.

## **CLAUSE 4: TERMS AND CONDITIONS OF SUBSCRIPTION**

**4.1.** Subscription to the Charging Service is for natural persons of legal age, subject to acceptance of and compliance with these GTCUS, provision of the required information and payment of the subscription fees specified in clause

#### 7.1.

The Subscriber declares that all the information and documents provided at the time of subscription are accurate and undertakes to inform the Operator of any changes without delay via the Personal Area or by calling the telephone number specified in clause 15.1. Failure to notify or the provision of insufficient or incorrect information may result in automatic termination of the Charging Service.

**4.2.** The Subscriber can apply for the Charging Service by signing a Contract on the website or mobile application. In particular, the Subscriber must complete the online Subscription Form to create an account and read and accept the GTCUS.

To subscribe to the Iléwatt service, the User must create an account on the mobile application (iOS or Android) by downloading the Iléwatt mobile application on their smartphone, or on the website at [www.ilewatt.fr](http://www.ilewatt.fr). The User must also hold a Pass Pass card. If this is not the case, they must first order a Pass Pass card from a partner that issues the card. The Iléwatt subscription can only be used with a Pass Pass card.

After clicking on "create my account", the User is invited to enter the information requested. They must then tick the General Terms and Conditions of Use and Sale, and specify whether or not they agree to receive commercial offers. To validate their registration and confirm their details, Users will receive a code sent by email to the address given when their account was created. This code must then be entered on the subscription form. Once the creation of the account has been validated, the User can take out a subscription. To confirm and activate the subscription, the User must enter their Pass Pass card number. If they do not enter the number, the Subscriber will not benefit from the Subscriber offer rates.

By subscribing to the Charging Service, the User declares that they have read and accept these GTCUS and the Subscription Form.

## **CLAUSE 5: RIGHT OF WITHDRAWAL**

### **5.1. Subscriber**

In the case of remote or off-premises subscription, the Subscriber has a right of withdrawal, which they may exercise without penalty and without having to give a reason, within fourteen (14) days of the date of subscription. Where this period expires on a Saturday, Sunday or public holiday, the period will be extended until the next working day.

The Subscribers concerned must inform the Operator that they are exercising their right of withdrawal by sending an email to the Operator at the address given in clause 15. This email is available in Appendix 2 of this document. When the right of withdrawal is exercised, the Operator shall, where applicable, reimburse the Subscriber for all sums paid under the Contract within a period of fourteen days from the date on which the Operator was informed of the Subscriber's decision to withdraw. Refunds are made using the payment method chosen by the Subscriber at the time of subscription.

After 14 days, the Subscriber cannot exercise their right of withdrawal.

The Subscriber may expressly apply for the Charging Service immediately, without prejudice to the right of withdrawal. In this case, if they exercise their right of withdrawal, the Subscriber will be liable for the sums due to the Operator in respect of their subscription and use of the Charging Service up to the date on which the right of withdrawal is exercised.

### **5.2. Identified Visitor**

In the case of the remote purchase of a Charge via the website or mobile application, Identified Visitors are informed that they may exercise their right of withdrawal only insofar as they request that the Charge be fully completed before the end of the withdrawal period and be ready for immediate use, with a limited period of validity. Identified Visitors are invited to waive their right of withdrawal when placing their order.

## **CLAUSE 6: TERMS AND CONDITIONS OF ACCESS AND USE OF THE CHARGING SERVICE**

The User may access the Charging Service anonymously when payment is made by bank card, or by logging on to the mobile application or the website at [www.ilewatt.fr](http://www.ilewatt.fr). Identification does not imply subscription. To subscribe, please refer to clause 4.

## **6.1. Use of the Service**

### **6.1.1 Access and use with a Pass Pass card associated with an Iléwatt subscription**

The Subscriber accesses the Chargers of the Charging Service by means of a Pass Pass card associated with an Iléwatt subscription, making it possible to:

- access the Chargers available as part of the Charging Service and charge a Vehicle by allowing the Subscriber to identify themselves as such;
- start charging the Vehicle and begin the billing process for the associated Charging Service by placing the Pass Pass card on the reader on the Charger.

The Pass Pass card is not a means of payment. It becomes the Subscriber's property as soon as it is received and requires the Subscriber to link it to the Iléwatt subscription on the website at [www.ilewatt.fr](http://www.ilewatt.fr) or on the mobile application to take advantage of Subscriber rates on the Iléwatt network.

#### **Loss, theft or defect of the Pass Pass card associated with the Iléwatt subscription**

In the event of loss or theft of the Pass Pass card, the subscriber should contact Iléwatt by calling Iléwatt Customer Services on 03 66 21 80 00. They must also inform the Pass Pass service of the European Metropolis of Lille. For more information, please refer to the GTCUS of the Pass Pass Card available on the website at <https://www.passpass.fr/>.

The Iléwatt subscription will continue to be debited until the new card is received and no refund may be requested for the period between the two cards.

Once the new Pass Pass card has been received, the Customer must link the new card to their current Iléwatt subscription to benefit from the Subscriber rate on the Iléwatt network.

The Iléwatt service does not issue Pass Pass cards and does not deal with lost or stolen cards. The Iléwatt service declines all liability in the event of problems with all defects in the card. All claims concerning the Pass Pass card must be made to the service at the European Metropolis of Lille. For more information, please refer to the GTCUS of the Pass Pass Card available on the website at <https://www.passpass.fr/>.

### **6.1.2 Access and use using a Third-Party Badge**

In the context of the inbound roaming service, Third-Party Visitors access the Iléwatt Charging Stations using a Third-Party Badge authorised by the Operator: in this case, the Charging Service must be used in accordance with the instructions for use and safety given on the Chargers and on the website at [www.ilewatt.fr](http://www.ilewatt.fr) or the Iléwatt mobile application, as well as the terms and conditions of use of the Third-Party Badges issued by the said operators.

### **6.1.3 Access and use as an Identified Visitor**

Identified Visitors can access and use the Charging Service by scanning the QR Code with their mobile phone or from the website or mobile application, subject to acceptance of and compliance with the GTCUS and to authorisation of the prepayment.

Before using the website and mobile application, Identified Visitors must accept the General Terms and Conditions of Use and Sale.

Identified Visitors must place their order when they are at a Charging Station and then follow the instructions below and on the Charger.

Identified Visitors can start a Charging Session as follows:

- scan the QR code on the Charger or select the charge point from the search bar on the mobile application or website;
- choose the type of connector;
- read and accept the GTCUS, and then enter their personal details before confirming their order;
- they are then redirected to the Payment Provider's website in order to enter their bank details and obtain pre-authorisation for payment of the amount of the Charge they wish to make; the amount of the pre-authorised payment is limited to 50 euros;
- Identified Visitors then receive an email confirming their purchase;

- they must then start their Charging Session within the time specified on the website or mobile application; otherwise, they will have to make a new request via the website or mobile application.
- At the end of the Charging Session, Identified Visitors receive notification of completion of the charge by email or on their Smartphone; the session is invoiced as set forth in clause 7.2 below.

No amount is debited to the Identified Visitor if they have not started to Charge their Vehicle.

## **6.2. Reserving a Charger**

Subscribers can reserve a Charger using the mobile application or the website at [www.ilewatt.fr](http://www.ilewatt.fr). The Operator sends an email to the Subscriber confirming the reservation. Reservations are limited to 15 minutes after receipt of the confirmation email. Reservations cannot be cancelled.

It should be noted that reservations alone cannot guarantee the availability of a charger on the lléwatt network, as external events may occur, such as a vehicle illegally parked in the reserved space.

## **6.3. Terms and Conditions of Use of the Charging Service**

To use a Charger, the User parks the Vehicle at a Charging Station, which can be identified by specific signs and markings on the ground. The parking spaces at the Charging Stations dedicated to the Charging Service may only be used to charge Vehicles.

Consequently, the User must not park in these spaces if they are not charging their Vehicle and must vacate said spaces if the Vehicle is not being charged or if they decide to interrupt the Charging process.

The Subscriber or Visitor must use an approved cable that is compatible with the Charger and that makes it possible to connect the Vehicle. Before use, the Subscriber or Visitor must ensure that they are using the socket that corresponds to their requirements and the technical specifications of their Vehicle. The Chargers on the lléwatt network have several sockets: type 2, type 3, domestic E/F, Combo 2 or CHAdeMO.

The connection cables between the charger and the electric vehicle are available on the DC chargers for Combo and CHAdeMO charging. Cables for T2 and EF sockets must be supplied by the User. For other chargers and types of charging, the cable corresponding to the type of charging required must be supplied by the user.

To charge their Vehicle, the Subscriber or Visitor must swipe their Pass Pass card with the associated lléwatt subscription, a Third-Party Badge or a credit card over the badge reader on the Charger, or use the mobile application or the website, or scan the QR code and follow the instructions.

On completion, the Subscriber or Visitor must leave the Charger free.

If the Charger has a cable attached, the Subscriber or Visitor must leave the Charger free by disconnecting the connection cable from the socket on the Charger. To do this, they simply place their Pass Pass card, Third-Party badge or credit card on the Charger reader, or use the mobile application or website to open the cover on the Charger. Access to the socket is then unlocked, and the Subscriber or Visitor can replace the cable built into the Charger. The Subscriber or Visitor must then close the Charger cover on the chargers concerned. The billing of the Charging Service stops only when the Charging Station cover is fully closed.

If the Charger does not have a cable attached, the Subscriber or Visitor must leave the Charger free by placing their Pass Pass card, Third-Party Badge or their credit card on the reader of the Charger or by using the mobile application or the website. Access to the socket is then unlocked and the Subscriber can disconnect the cable from both the Vehicle and the Charger.

If the Charger cannot be left free, the Subscriber or Identified Visitor must notify the Operator by telephone on the number given in clause 15.

## **6.4. Safety**

The User's attention is drawn to the need to ensure that Accessories are in good condition before using the Chargers. The User must remain vigilant to any signal emitted by the warning lights on the Charger or their Vehicle. In the event of an alert, such as an anomaly or fault observed on the Charger, the User will take all precautionary measures to ensure the safety of the Vehicle and third parties, such as, in particular, disconnecting the Vehicle immediately and calling the number given in clause 15.

## **6.5. Charging power supplied**

The power defined for each type of charger corresponds to the maximum power under the most favourable conditions.

This power can be affected by:

- The vehicle's specifications (in particular, the capacity and power tolerated by the vehicle's battery)
- The type of plug and cable used
- The percentage of charge of the battery during the charge: the first and last 20% take the longest to charge
- Weather conditions
- The number of vehicles charging at the station

Refer to your vehicle's technical specifications for the first 4 factors.

## **CLAUSE 7: RATES - BILLING AND PAYMENT TERMS**

### **7.1. Subscription fees**

Access to and use of the Charging Service by the Subscriber gives rise to the billing of subscription fees, as set out in Appendix 1.

### **7.2. Charging Service Rates**

#### **For Subscribers**

The pre-tax rates for the Charging Service applicable to Subscribers include charging and parking, and they depend on i) the time of day/night when the Charging Station is used, ii) the power received and iii) the connection time.

The rates applicable on the date of subscription to the Charging Service are indicated to the Subscriber in Appendix 1. They also appear on the website and the app.

The Operator may change the rates for the Charging Service at any time.

Subscribers will be informed of the new rates by e-mail at least 30 days before the date on which they come into force. From that date, the new rates will apply automatically for use of the Charging Service by Subscribers from the date on which they come into force.

If the new rates are not accepted, the Subscriber or the Operator may terminate the Contract under the terms and conditions set forth in clause 11.

#### **For natural persons with a bank card**

The amounts in force on the date of subscription to the Charging Service are indicated in Appendix 1 for natural persons with a bank card.

The applicable rates are published for the User on the mobile application or the website, as well as on the Chargers before using the Service and in Appendix 1 of this document. Prices include all applicable charges and taxes. Unless otherwise stated on the mobile application and the website, the Charging cost depends on the kWh charged, and any idle connection time.

### **7.3. Idle connection fee**

Depending on the applicable rate, an Idle Connection Fee will apply if the Vehicle remains plugged in without using power, either in the case of a deferred charge or when the Vehicle is fully charged. These costs are set forth in Appendix 1.

### **7.4. Taxes and fees**

Pre-tax prices for the Charging Service are automatically increased by the amount corresponding to any kind of current or future taxes, charges, fees and contributions on the account of the Operator in connection with the Charging Service according to laws or regulations applicable on the billing date.

### **7.5. Billing and payment terms**

#### **For Subscribers**

Subscription fees for the Charging Service are payable by the Subscriber as from when the Contract is signed.

Subscription fees are billed monthly throughout the term of the subscription.

Bills for the use of Charging Services are either issued monthly by the Operator if the invoice amount is less than €50, or issued on the date on which the outstanding amount reaches €50.

The bills must be paid by the Subscriber outright from the date of issue.

Payment is deemed to have been made on the date on which the funds are made available by the Subscriber. No discount will apply for early payment.

Even though the bill is contested, the payment obligation is not suspended. Any complaint must be made to the customer service department by telephone as indicated in clause 15.

The Subscriber must log on to the website or use the mobile application to indicate whether they prefer to pay the subscription fees and Charging Service bills by bank card or by SEPA direct debit order. For payments by SEPA direct debit, the information relating to each debit appears on the order issued by the Subscriber to authorise SEPA direct debits.

Each invoice will be sent by post or by electronic means and will remind the Subscriber that payment will be made by the means of payment chosen according to the direct debit due date specified on the bill. The bill will therefore stand as pre-notice of payment.

A Subscriber who has not paid their monthly invoice may have their right to access the Charging Service suspended. Once payment has been made, the Subscriber's right of access to the Charging Service will be restored.

#### **For Identified Visitors**

When the Identified Visitor has completed a Charge as described in clause 6.3, payment of the amount will be due once the Charging Session has ended.

According to the preferred payment method, this amount is debited to the bank account indicated by the Identified Visitor when purchasing the Charge to obtain pre-authorisation for payment.

The Identified Visitor receives an end-of-charge receipt by e-mail. Receipts are made available to Identified Visitors in their Personal Area, which can be accessed via the mobile application or the website.

Visitors wishing to dispute the amount of their charge or a bill must lodge a complaint to Customer Services by telephone as indicated in clause 15 or via the mobile application or the website.

#### **For visitors with a Third-Party Badge**

Access to and use of the Charging Stations using a Third-Party Badge will be billed to the Third-Party Visitor according to the data transmitted to the latter's mobility operator by the Operator, without prejudice to the amount of any subscription applied by said operator under the contract the Third-Party Visitor has signed with the latter.

Third-Party Visitors wishing to dispute the amount of their charge or bill must lodge a complaint with their mobility operator.

### **7.6. Interests**

The Operator reserves the right to charge a fee for any outstanding payments due which it has not been able to collect or which have not been settled by another means of payment by the date on which payment is due.

In the event of late payment, the operator reserves the right to apply penalties corresponding to the legal interest rate per day's delay from the date of formal notice to pay.

## **CLAUSE 8. USER'S UNDERTAKINGS AND LIABILITY**

The Subscriber and the Identified Visitor undertake to use the Charging Service in accordance with these GTCUS and after they have accepted them. Accordingly, the User undertakes to:

- make normal use of the Charging Station in accordance with its intended purpose and the technical specifications of their Vehicle;
- follow the Vehicle manufacturer's instructions on maximum charging time and power;
- use the Charging Station to connect only electric Vehicles or plug-in hybrid Vehicles sold on the market. If they use their own cable or any other Accessory, they must be approved;
- inform the Operator of any breakdown or damage affecting the Charging Station by calling the number given in clause 14.1;

the User is responsible to the Operator and to third parties for their Vehicle and Accessories, assuming full and complete responsibility when charging and/or parking at the Charging Stations.

Except in case of force majeure as defined by common law and case law, the User is liable to the Operator for any damages and any costs suffered by the Operator in the event of use of the Charging Station and/or Accessories in breach of these GTCUS and attributable to the User when said use results in deterioration of the Charging Station. In particular, the User's liability may include the cost of any repairs required for the Charging Station to work as normal.

The GTCUS are binding on all Users of the Iléwatt Charging Service, including both the Subscriber and the Visitor or Payer (if the latter is different), even when the latter has not personally signed the Contract.

The Subscriber is entirely responsible for the safekeeping and use of the Pass Pass card associated with an Iléwatt subscription and for complying with these GTCUS. The Subscriber is the only party liable to the Operator.

## **CLAUSE 9. OPERATOR'S LIABILITY**

**9.1.** The Operator will be liable to the Subscriber or Visitor for any direct damage caused by breach of its contractual commitments in accordance with common law.

Under no circumstances may the Operator be held liable to the User for:

- any loss or damage caused to the Vehicle and its Accessories during the Charging Session, or to personal objects and belongings, when said loss or damage does not result from the Operator's Charging Service; in any event, the Operator declines any obligation of supervision and under no circumstances shall it be liable for any deterioration or disappearance of the Vehicle, Accessory or equipment that is not its fault, in particular in the event of acts of vandalism;
- in the event of fraud or misuse or use of a Pass Pass card associated with an Iléwatt subscription that does not comply with its intended purpose by the Subscriber.
- The temporary malfunction or disruption of the Charging Service, one or more Charging Stations, the website or the mobile application, which may be disrupted or become temporarily unavailable in particular in the following cases:
  - total or partial disruption and/or unavailability of the GSM/GPRS/3G and Internet networks;
  - computer virus transmitted via the Internet;
  - disruptions caused by maintenance, improvement, redevelopment or extension work on GSM/GPRS/3G network installations by the telecommunications operator used for the Charging Service by the European Metropolis of Lille;
  - degradation of the GSM/GPRS/3G or GPS signal due to weather conditions in particular;
  - impossibility of providing the Charging Service, inaccessibility or unavailability of one or more Charging Stations as a result of roadworks or work on networks undertaken by a third party requiring the temporary decommissioning of structures, in particular at the initiative of the public authorities , or a power cut in the electricity distribution network.
- in the event of force majeure as defined by common law and case law;
- indirect damage such as loss of market, commercial loss, loss of clientele, commercial disruption of any kind, loss of profit, loss of brand image.

**9.2.** The Operator is responsible for the upkeep and maintenance of the Charging Stations. In the event of a malfunction, breakdown or defect at a Charging Station preventing the Subscriber or Visitor from fully or partially charging their Vehicle, the Subscriber or Visitor must contact the Operator directly, where the latter may call upon the aforementioned service provider if the malfunction requires its intervention.

**9.3.** The Charging Service may be interrupted in the event of works or inspection of the public domain at the initiative of the European Metropolis of Lille, its service providers or a third party. The User may not hold the Operator liable in the event of interruption to Charging, unavailability of the Charging Service or inaccessibility of the Charging Stations as a result thereof.

**9.4.** As the Charging Service is based on a self-service principle, the Operator cannot be held responsible for the absence of available Chargers.

**9.5.** The list of Chargers available is subject to change at the Operator's sole discretion. Users are encouraged to check the availability of Charging Stations via the mobile application or the website before using the Charging



Services.

## **CLAUSE 10. PERSONAL DATA**

The User's personal data is collected in accordance with these GTCUS and may be processed by the Operator or a service provider chosen by the Operator. The processing of said data includes, but is not limited to:

- account Management;
- management of disputes with the User;
- communication with Users about the charging service;
- the provision of a charging service through the charging stations;
- any purpose that is similar to or has an impact on the above;
- any other purpose that may be notified to the User.

The compulsory or optional nature of the collection of personal data is specified on the collection forms. Failure to provide the compulsory data will render it impossible to provide the service defined herein.

Users' personal data is restricted to use by the Operator and its subcontractors; it may only be transferred to other parties (e.g. IT service providers, payment service providers, subcontractors operating the Stations) acting as subcontractors or in accordance with Regulation (EU) 2016/678 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR).

Personal data is kept for as long as necessary for the performance and management of the contractual relationship. It may also be stored by the data controller to comply with its legal and regulatory obligations.

Any transfer of data to a third country outside France is made in compliance with the applicable regulations and in such a way as to ensure adequate data protection.

In the context of these GTCUS, Users' personal data may be transferred to the following recipients: banking service providers or companies of Compagnie TotalEnergies located in a European Union country or outside the European Union.

In order to ensure adequate protection of personal data originating in the European Economic Area that may be transferred to TotalEnergies entities established outside the European Economic Area, Binding Corporate Rules (BCR) have been adopted.

For transfers of personal data not covered by the BCR to countries outside the European Economic Area, other measures are put in place to ensure adequate data protection.

For information on the measures put in place to ensure adequate protection or in case of any questions about rights regarding the possession and control of personal data by the Operator, please contact [assistance.commerciale@tevgo.fr](mailto:assistance.commerciale@tevgo.fr).

In accordance with regulations on the protection of personal data, all individuals have the right to access, rectification, deletion, portability, limitation and objection to the use of their personal data, and the right to give instructions concerning what is to happen to their personal data after their death. These rights may be exercised by contacting TEVGO at the following address: Tour Michelet, Bâtiment B/C, 24 Cours Michelet, 92800 Puteaux, or by email to [donneespersonnelles@tevgo.fr](mailto:donneespersonnelles@tevgo.fr).

The data subject may also lodge a complaint with the CNIL.

## **CLAUSE 11. WITHDRAWAL FROM THE SERVICE - TERMINATION OF THE CONTRACT**

### **11.1. Cancellation by the Subscriber**

The Subscriber may terminate the Contract at any time without notice or penalty, in particular if they no longer wish to use the Charging Service or in the event of non-acceptance of a change in rates or a modification to the GTCUS.

Subscribers can cancel their current subscription in the "My subscription" section of their customer area. Once the application has been reviewed and validated, it will be taken into account and processed as quickly as possible. Once the application for cancellation has been processed, the subscriber will receive an e-mail.

### **11.2. Termination of the Contract if the Subscriber fails to meet their contractual obligations**

The Contract may be terminated if the Subscriber fails to meet any of their contractual obligations. In this case, the Operator shall serve formal notice to the Subscriber, by registered letter with acknowledgement of receipt, requiring them to fulfil their obligations within 30 days. If the Subscriber fails to meet their obligations within said

period, the Contract will be terminated. Termination will be effective from the date of notification by the Operator.

### **11.3. Automatic termination**

Stoppage of the Charging Service or its management by the Operator, for any reason whatsoever, shall result in automatic termination of the Contract.

### **11.4. Common provisions**

Termination of the Contract entails an obligation for the Subscriber to pay all sums due in this respect up to the date of effective termination. A cancellation bill will be sent to the Subscriber.

## **CLAUSE 12. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OF USE AND SALE**

The Operator reserves the right to modify these GTCUS at any time.

As from that date, the amended GTCUS will replace the present GTCUS and will apply *ipso jure* to uses of the Charging Service made as from the date on which the modification takes effect.

## **CLAUSE 13. SEVERABILITY**

If any provision of the GTCUS is found to be fully or partially null, illegal or unenforceable under applicable law, said provision, or the relevant part thereof, will be deemed not to form part of the GTCUS insofar as it is found to be null, illegal or unenforceable. However, the other provisions of the GTCUS will remain applicable and in full effect.

## **CLAUSE 14. APPLICABLE LAW - DISPUTE RESOLUTION**

### **14.1. The Contract is governed by French law.**

#### **For Individual Subscribers or Individual Visitors:**

In the event of a dispute of any kind or a challenge relating to the formation or performance of the Contract, the courts of the place of residence of the Individual User shall have exclusive jurisdiction. Prior to any legal action, in application of article L.211-3 of the French Consumer Code, any consumer may request recourse to a conventional mediation procedure or any other alternative dispute resolution method, in particular that specified in articles L.611-1 et seq. of the French Consumer Code.

Furthermore, in accordance with articles L.612-1 of the French Consumer Code and L.122-1 of the French Energy Code, we inform you that if you are a non-professional consumer or a professional consumer belonging to the category of micro-businesses as defined in article 51 of Law 2008-776 of 4 August 2008 on the modernisation of the economy, and your prior written complaint to the Operator's customer service has not received a satisfactory response within two months, you may refer the matter free of charge to the Mediator of the European Metropolis of Lille: <https://www.lillemetropole.fr/le-mediateur-de-la-mel>

#### Mediator's contact details:

Mediator of the European Metropolis of Lille  
2, boulevard des Cités Unies  
CS 70043  
59040 Lille Cedex  
E-mail: [mediateur@lillemetropole.fr](mailto:mediateur@lillemetropole.fr)

#### **For Professionals:**

Any dispute arising from the Contract which cannot be settled amicably will, insofar as it is allowed by law, be referred to the competent court within the jurisdiction of the LILLE Court of Appeal.

## **CLAUSE 15. CORRESPONDENCE AND NOTICES**

The Operator provides Users with the following telephone number:

Customer Service  
03 66 21 80 00 (toll-free) available 7 days a week, 24 hours a day

This telephone number is displayed on each Charger.

The User may also send the Operator a request by post:  
TEVGO

Customer Service

Tour Michelet, Building B/C, 24 Cours Michelet, 92800 Puteaux, France

**APPENDIX 1:****Rates FOR THE CHARGING SERVICE FOR PLUG-IN HYBRID AND ELECTRIC VEHICLES ON THE ILÉWATT NETWORK**

<b>VISITOR OFFER</b>			
SUBSCRIPTION		No subscription	
RATES		Day 8h-23h	Night 23h-8h
	AC*	€0.49/kWh + €0.03/min idle connection fee	€0.49/kWh
	DC50	€0.52/kWh + €0.04/min idle connection fee	
	DC200	€0.60/kWh + €0.04/min idle connection fee	
BILLING		Per service	
RESERVATION		No	

<b>SUBSCRIBER OFFER</b>			
SUBSCRIPTION		€5/month	
RATES		Day 8h-23h	Night 23h-8h
	AC*	€0.40/kWh + €0.03/min idle connection fee	€0.35/kWh
	DC50	€0.49/kWh + €0.04/min idle connection fee	
	DC200	€0.56/kWh + €0.04/min idle connection fee	
BILLING		Monthly billing or when the authorised expense limit is reached	
RESERVATION		Yes	

Prices in € incl. VAT

Reservation: reservations make it possible to prohibit the use of the terminal for a maximum of 15 minutes by any user other than the one who made the reservation. Reservations are free.

Idle connection fee: this fee applies when the vehicle remains connected to the terminal after the vehicle is fully charged. This means that when your vehicle is fully charged, the idle connection fee applies.

\*Some AC charging stations are currently being replaced and do not have the iléwatt identity. The rate for visitors or subscribers is € 0.03/min.

The amount billed between 8 p.m. and 8 a.m. is limited to €6. Per-minute charges resume from 8 a.m. if the vehicle is still connected.

**APPENDIX 2:**  
WITHDRAWAL FORM

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

For the attention of TEVGO, 24 cours Michelet 92800 Puteaux ([assistance.commerciale@tevgo.fr](mailto:assistance.commerciale@tevgo.fr)):

I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract for the lléwatt electric vehicle charging service signed on: .....

Name of consumer(s): .....

Address of consumer(s): .....

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

Date:

(\*) Delete the options that do not apply.