

GENERAL TERMS AND CONDITIONS OF SALES APPLICABLE TO TOTALENERGIES CHARGING SERVICES' NETWORK ("T&Cs")

Effective from January the 27th 2025

PREAMBLE

These general terms and conditions of sales apply to the Charging Service for electric or plug-in hybrid vehicles provided by TotalEnergies Charging Solutions UK Limited, a company incorporated in England and Wales (company number 08803842) whose registered office is 10 Upper Bank Street (19th Floor), Canary Wharf, London, E14 5BF and who provides the Charge Service under the trade name "TotalEnergies" (the "**Operator**").

The Charging Service is accessible through the TotalEnergies Charge Europe Mobile Application (as defined below), the website www.charging-services.totalenergies.com (the "**Website**") and/or via the contactless payment option at the Charge Point.

1. DEFINITIONS

Capitalised terms and expressions used in this document, whether singular or plural, have the meaning given below.

"Accessories": any equipment that can be used to connect a Vehicle to a Charging Point.

"Account": the account created by the Account Holder by completing the Subscription Form on the Mobile Application or Website and with which the Account Holder can use the Charging Service.

"Account Holder": any natural or legal person who has created an Account in order to benefit from the Charging Service.

"Binding Corporate Rules" or "BCR": Binding Corporate Rules, a set of internal binding rules relating to the protection of personal data by entities within the TotalEnergies Group which can be accessed via <https://careers.totalenergies.com/en/totalenergies-binding-corporate-rules>.

"Charge Point": the electric vehicle charging infrastructure, which is part of the Operator's network, which can enable a plug-in electric vehicle to connect to and receive energy.

"Charging Service": the electric vehicle charging services provided by the Operator.

"Charging Session": the period of time during which a User connected to a Charge Point to charge the User's Vehicle and ending when such User's Vehicle is disconnected from a Charge Point.

"Customer Service": the Operator's customer services team which is available to Users in accordance with these T&Cs.

"Idle Fee": a charge imposed on a User if the User's Vehicle is still connected to the Charge Point after the Vehicle is not actively charging (i.e. the User's Vehicle is Connected to a Charge Point but consuming electricity below the minimum threshold determined by the Operator from time to time).

"Member" the Account Holder who has a Membership. Please note, any references on the Website and/or Mobile Application to 'subscriber' shall be interpreted for the purposes of these T&Cs as a reference to a Member.

"Membership" a paid or unpaid plan taken up by an Account Holder with the Operator, which entitles the Account Holder to certain benefits. Please note, any references on the Website and/or Mobile Application to 'subscription' shall be interpreted for the purposes of these T&Cs as a reference to a Membership.

"Mobile Application": the mobile application provided as part of the Charging Service under the name TotalEnergies Charge Europe, available for iOS and Android systems, and allowing Account Holders to locate and access – and optionally book - a Charge Point, to configure and access a personal account in which they can view or modify their personal information, view their charging history and the corresponding invoices. It also allows Visitors to locate a Charge Point, purchase and start a one-off Charging Session without having to create an account.

"Payment Provider": the payment service provider appointed by the Operator to manage payments for the Charging Service.

"Subscription Form": the subscription form completed and accepted by the Account Holder on the Site or the Mobile Application. The Subscription Form is an integral part of the contract.

“User”: an Account Holder, Member or Visitor who uses the Charging Service.

“Vehicle”: the electric or rechargeable hybrid Vehicle of the Account Holder or the Visitor for which the Charging Service is used. Unless otherwise specified, 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”: any non-Account Holder and natural person or entity (public or private sector) who uses the Charging Service via the Mobile Application or Website or contactless payment option accessible at the Charge Point.

2. PURPOSE - DESCRIPTION OF THE CHARGING SERVICE

- 2.1. These T&Cs define the terms and conditions of the operation and provision of the Charging Services as agreed between the Operator on the one hand and the Account Holder or Visitor on the other. The use of the Charging Service and the Charge Points is subject to the Account Holder's or Visitor's acceptance and compliance with the rights and obligations set forth in these T&Cs, as well as the Terms of Use governing the use of the Mobile Application and the Website.
- 2.2. The Charging Service includes the following elements:
 - 2.2.1 **Access to Vehicle Charging.** Visitors and Account Holders may access and use the Charging Service through the Mobile Application and the Website or via the contactless payment option accessible at the Charge Point. Account Holders can also access and use the Charging Service through their membership card.
 - 2.2.2 **Access to an Account Holder's Online Account,** accessible from the Mobile Application and Website, through which the Account Holder can, among other things, view the Account Holder's payment invoices or charging history (location, duration, cost of each charge), as well as access and/or modify the Account Holder's personal information.
 - 2.2.3 **Membership.** An Account Holder can sign up for paid or unpaid Membership plans. Prior to using the Membership card, the Account Holder must first activate the Account Holder's Membership by pairing a Membership card via the Mobile Application or Website.
 - 2.2.4 **Booking of a Charge Point,** via the Mobile Application and or Website where the Member may make advanced booking of a Charge Point. The Operator does not guarantee the availability of a particular Charge Point or associated parking bay for advanced bookings.

3. DURATION

- 3.1. For Memberships:
 - 3.1.1 The Membership offer is taken up and becomes active when Member pairs the Member's payment card.
 - 3.1.2 The Membership shall last for 12 months subject to the Members right to terminate at any time in accordance with clauses 3.1.4 and 12.
 - 3.1.3 The Membership will automatically be renewed until terminated by the Account Holder.
 - 3.1.4 The Membership can be terminated by the Account Holder at any time without penalty by giving the Operator 30 days' notice and following the instructions in the Mobile Application or Website. The Member will be informed by email when the Member's request has been processed.
- 3.2. For Visitors, these T&Cs shall apply to each Charging Session.

4. MEMBERSHIP CONDITIONS AND PROCEDURES

- 4.1. The creation of an Account and the use of the Charging Service is open to legal entities and natural persons of least 16 years of age, subject to acceptance of and compliance with these T&Cs and the provision of all required information.

The Account Holder is solely responsible for the accuracy of all information and documents provided. The provision of insufficient or incorrect information or the failure to provide updated information may result in the Operator's inability to provide the Charging Service to the Account Holder.

The Account Holder may create an account by following the instructions on the Mobile Application (iOS or Android) or Website, respectively by downloading the TotalEnergies Charge Europe Application on their smartphone or visiting the charging.services.totalenergies.com Website.

- 4.2. Upon creation of an account, the Account Holder can select a Membership offer to become a Member. The Account Holder must provide the Account Holder's mailing address to receive the physical copy of the Membership card associated with the Account Holder's Membership.

Upon receiving the Membership card, the Member may activate the card by pairing it to the Member's Membership by following the instructions in the Mobile Application or Website. The paired physical Membership card is needed to access to the Membership benefits.

The Member is responsible for keeping the Member's Membership card safe and secure. If the Membership card is lost, stolen or damaged, or a Member notices any unknown or unexpected charges, the Member must notify the Operator by calling Customer Service on the number mentioned on the Mobile Application or Website with the relevant detail, as soon as practicable or in any event within 48 hours of becoming aware. Any failure or delay to notify the Operator within this period may make the Member liable for any outstanding unauthorised charges. Please note that a replacement fee may apply.

- 4.3. A Member shall have the right to cancel their Membership within 14-days from the date of submitting the Subscription Form to the Operator (the "**Cooling Off Period**"). If a Member cancels their Membership during the Cooling Off Period, the Member shall be refunded the applicable Membership fee if this has already been paid by the Member.
- 4.4. If a Member uses a Charge Point during the Cooling Off Period, the Member shall pay for such Charging Service even if they subsequently cancel their Membership during the Cooling Off Period.
- 4.5. Subject to clause 4.3, when Account Holders successfully purchase a Membership, the minimum Membership period is one (1) month. Any cancellation of the Membership shall be effective from the next billing period (i.e., the next month after the Membership month in which cancellation is requested for).

5. PAY-AS-YOU-GO WITHOUT A MEMBERSHIP

- 5.1. A User may use the Pay-As-You-Go (PAYG) Charging Service using their smartphone, through the Website or Mobile Application, or via contactless payment, subject to acceptance and compliance with the T&Cs. Each PAYG Charging Session requires a pre-authorisation charge irrespective of the duration of the Charging Session. At the end of the session, the amount corresponding to the difference between the pre-authorisation and the Charging Session fee will be released. Please note that the release of the pre-authorisation is processed by the User's bank and is outside of the control of the Operator.
- 5.2. These T&Cs will be deemed accepted by a User who initiates a PAYG Charging Session when the relevant payment method (as set out in clause 5.1) is accepted and shall govern the provision of such Charging Services by the Operator to the User.

6. BOOKING A CHARGE POINT

- 6.1. The Member may place an advance booking on a Charge Point via the Mobile Application or the Website. After a Charge Point has been booked, the Member has a specified period as indicated on the booking screen, to start the Charging Session on the selected Charge Point. If this period lapses or the Member cancels the booking, the Charge Point will be released for other Members to book. Please note that a booking fee may apply. Also, the Member may be charged a no-show fee when a booking is made but no Charging Session has taken place.
- 6.2. The Member can refer to the Mobile Application or Website regularly for an up-to-date map showing the Charge Point locations.

7. CONDITIONS OF ACCESS AND USE OF THE CHARGING SERVICE

7.1. Terms of Use of the Charging Service

To charge a Vehicle, the User may initiate the charge using the Mobile Application or Website or Member's Membership card, and follow the instructions in order to unlock access to the socket allowing the connection of the Vehicle, or by using the contactless payment option and following the instructions given on the Charge Point. If a Member has an active Membership, the Member is required to present the Member's paired Membership card on the Charge Point to utilise the Membership benefits.

7.2. **Conditions of use of the Charge Point**

Each User shall respect the integrity of the Charge Point made available to them as part of the Charging Service.

After using the Charging Service, the User must disconnect the User's Vehicle from the Charge Point as soon as practicable and remove the User's vehicle from the parking space associated with such Charge Point. Failure to do so may result in the imposition of an Idle Fee. If the User is unable to disconnect or release the User's Vehicle from the Charge Point, the User must report this to the Operator by calling the number displayed on the Charge Point or the Mobile Application/Website.

7.3. **Warnings**

The User shall ensure that the Charge Point's Accessories must be in a good state before using the Charge Point. Users should pay attention to any warning signals that may be displayed in the Charge Point interface and/or on the User's Vehicle. In the event of a warning, following an incident or a defect in the Charge Point, the User must take all precautionary measures to ensure the User's own safety, and that of the User's Vehicle and third parties.

7.4. **Fair usage**

The Operator wishes to provide a network of Charge Points that is available to all Users when they require to charge their Vehicles. As a result, the Operator's fair usage policy is designed to ensure that all of the Users can benefit from reliable access to the Charging Services. If, in the Operator's reasonable opinion, a User is abusing the Charging Service in any way, such as blocking Charge Points by trickle charging, we may ask a User to moderate its behaviour and in extreme cases, the Operator may limit the Charging Session of, or block the User's access to, the Charging Service.

8. **RATES - INVOICING AND PAYMENT CONDITIONS**

8.1. **Charging rate**

The applicable charging rate (including any other fees such as Idle Fees) will be communicated to the User through the Mobile Application or the Website or accessible by scanning the QR Code on the Charge Point before the use of the Charging Service.

The charging rate communicated to the User includes all applicable fees and taxes. Unless otherwise stated in the Mobile Application or the Website, the charging rate depends on the duration of the Charging Session and/or the amount of kWh charged.

8.2. **Taxes, rates and costs**

The rates and costs applicable to the Charging Service may be amended accordingly to reflect changes in the amount of taxes, duties, taxes, royalties or contributions of any kind, current or future, borne or due by the Operator within the framework of the Service in accordance with prevailing applicable law and/or regulation on the date of billing.

8.3. **Parking Fees**

The charging rate does not include the costs of a User using the parking space associated with the Charge Point. If a parking fee is due, unless this is expressly otherwise expressly stated on the Mobile Application and/or Website for a specific Charge Point, the User shall pay the operator of the parking space directly any parking fee due.

8.4. **Payment Fees**

Other than parking fees, payment of charges is only due once a User completes a Charging Session. The amount is then debited from the bank account or via the payment method that was provided for pre-authorisation of payment when purchasing the Charging Services. An Account Holder will be able to access their transaction history via the Mobile Application or Website.

8.5. **Billing and payment terms**

Membership fees are charged to Members every month.

Invoices pertaining to the Member's use of the Charging Service are issued either:

- every 7 days, starting from the day the membership card is paired, if all charges for the Member's usage (Membership fees, if applicable + charging fees + reservation fees) is less than £50, or
- at the date at which all charges for the Member's usage reaches or exceeds £50, and the Member shall be charged accordingly upon issuance of the invoice.

Receipts for PAYG Users may be issued to such Users if they insert their email address via the Charge Point when starting the Charging Session.

Payment is deemed to have been completed on the date on which the funds are made available on the Operator's bank account.

If the bill is disputed, the obligation to pay is not suspended. Any claims must be made to Customer Service by calling the number mentioned on the Mobile Application and Website.

8.6. Measures taken for non-payment of a bill

Members who fail to settle any outstanding amounts may have their access to the Charging Service suspended immediately. Member's access to the Charging Service will be restored once payment has been received.

Users who wish to dispute an invoice must fill a claim to the Customer Services via the Mobile Application or the Website.

8.7. Payment methods

The payment methods presently accepted by Operator are as set out in the Mobile Application and/or the Website.

To ensure continuity of access to Charging Services, the Member shall provide valid and updated payment card details.

The Member shall ensure that there are sufficient funds available on the Member's bank card for payment of Membership and charging fees as and when they are due.

If the Operator is unable to charge the outstanding fees owed by the Member to the payment method provided, the Operator will promptly notify the Member via e-mail. After initial payment rejection, if the issue remains unresolved after a 48-hour period, the Operator may suspend the Member's access to Charging Services until both the outstanding fees are settled and updated payment card information is provided. An additional administrative fee may be imposed if a payment is dishonoured by the issuing bank of the payment card.

8.8. Interest

The Operator reserves the right to charge the Member late payment interest on any outstanding fee due to the Operator which were unable to collect, or which were not paid by other means on the date the payment was due.

8.9. Card replacement fees

In the event of a request to replace membership card, the Member will be charged a fee of £10.

8.10. Promotional / Voucher codes

The Operator may, in its sole discretion and from time to time, run promotional campaigns and/or create promotional codes that entitle an Account Holder to certain credits and/or other benefits ("Promotional Codes").

The beneficiaries agree that Promotional Codes: (a) are unique, non-transferable and can only be used by the Account Holder to which they are delivered within its validity period; (b) must only be used for the intended purpose, and in a lawful manner; (c) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by the Operator; (d) may be disabled by the Operator at any time for any reason; (e) may only be used in accordance with such terms or restrictions that may be imposed by the Operator; (f) are not valid for, and cannot be exchanged for, cash or other items of value.

The Operator reserves the right to withhold or deduct credit against Membership fees and/or charging fees or other features or benefits obtained using Promotional Codes in the event that the Operator reasonably determines or believes that the use or redemption of the Promotional Code was in error, fraudulent, illegal, or

in violation of the applicable Promotional Code's terms or these T&Cs.

9. COMMITMENT AND RESPONSIBILITY OF THE USERS

- 9.1. The User undertakes to use the Charging Service in accordance with these T&Cs. Consequently, the User undertakes to:
- 9.1.1 use the Charge Point in a reasonable, safe and appropriate manner, considering the technical characteristics of the User's Vehicle;
 - 9.1.2 respect the Vehicle manufacturer's instructions concerning the maximum duration and power of the charge;
 - 9.1.3 only use the Charging Service for officially marketed electric Vehicles or plug-in hybrid Vehicles. All personal Accessories used in the receipt of the Charging Service (including personal charging cables) must comply with all applicable legal and technical requirements; and
 - 9.1.4 promptly notify the Operator of any defect or damage to the Charge Point by calling the number specified in the Mobile Application/Website or on the Charge Point.
- 9.2. Both in relation to the Operator and third parties, the User is solely responsible for the use of the User's Vehicle and Accessories which remain under the User's full responsibility during charging and/or parking at any location to access a Charge Point.
- 9.3. Except for Events of Force Majeure, the User shall be liable vis-à-vis the Operator for any and all damages, costs, expenses and liabilities incurred by the Operator due to the User's acts, omissions and defaults in using the Charge Point and/or Accessories in violation of these T&Cs. The responsibility of the User may extend to such replacement and/or rectification costs as may be necessary to restore normal operation of the Charge Point. For the purposes of this clause, 'Events of Force Majeure' shall mean an event that directly prevents a party from meeting its obligations under these T&Cs and such event is beyond the party's reasonable control.

10. OPERATOR'S RESPONSIBILITY

- 10.1. The Operator is liable to the User only for direct damage caused by the non-performance of the Operator's contractual commitments, under the conditions provided for by law.
- 10.2. The Operator accepts no obligation to monitor and may under no circumstances be held liable for damage suffered by the User's Vehicle and/or Accessories, such as:
- 10.2.1 its disappearance or that of the Accessories or equipment not resulting from the Operator's acts or omissions, including by acts of vandalism;
 - 10.2.2 in the event of fraudulent use or misuse of the Mobile Application and Website and/or the Charging Service;
 - 10.2.3 malfunctions or temporary unavailability of the Charging Service, one or more Charge Points, the Mobile Application or Website, it being specified that these malfunctions or this temporary unavailability may come from:
 - disruption and/or total or partial unavailability of network coverage or Internet connectivity by maintenance, upgrading, rearrangement or extension of the network facilities carried out by the telecom operator used for the Charging Service or otherwise;
 - viruses transmitted via the Internet;
 - degradation of the network signal or the GPS signal, for example due to unfavourable weather conditions; or
 - the impossibility of providing the Charging Service, the inaccessibility or unavailability of one or more Charge Points due to work on the road or underground networks carried out on the initiative of a third party and requiring the decommissioning of the installations, such as those ordered by the public authorities;
 - 10.2.4 the occurrence of a force majeure event; or
 - 10.2.5 any indirect or consequential damage such as in particular the loss of profit, sales, business

disruption, loss of earnings, damage to brand image.

- 10.3. The Operator is responsible for the upkeep and maintenance of the Charge Points. In the event of malfunction, breakdown or failure of a Charge Point preventing a User from using the Charging Services in whole or in part, the User shall contact the Operator directly, who may then call on the appropriate service provider to solve the problem, if necessary.
- 10.4. The Charging Service may be suspended in the event of construction works, inspection of the public space relating to the Charge Points and/or areas where the Charge Points are located, or upon request by a relevant government authority. The Operator shall not under any circumstances be held liable vis-à-vis the Account Holder or the Visitor in the event of interruption or the unavailability of the Charging Service or impossibility of accessing the Installations.
- 10.5. As the Charging Service is made available to the public on a first come, first served basis, the Operator cannot be held responsible for a lack of availability of Charge Points.
- 10.6. The Operator's aggregate liability to a User in relation to all losses arising out of or in connection with the provision of Charging Services shall not exceed the fees paid by such User to the Operator within the preceding twelve-month period.
- 10.7. The list of available Charge Points is subject to change at the Operators' sole discretion. Users are encouraged to check the availability of the Charge Points from time to time via the Mobile Application and/or Website prior to booking and/or use of the Charging Services.

11. PERSONAL DATA

- 11.1. Personal data relating to Users may be collected within the framework of these T&Cs, and may be subject to processing by the Operator or a service provider engaged by the Operator. The purpose of this processing includes but is not limited to:
 - 11.1.1 administration of the Account Holder's Account;
 - 11.1.2 managing disputes, if any, with a User;
 - 11.1.3 communication with Users in relation to the Charging Services;
 - 11.1.4 the provision of Charging Services via the Charge Points;
 - 11.1.5 any other purposes similar or incidental to the above; or
 - 11.1.6 any other purposes which may be notified to the User.
- 11.2. The mandatory or optional nature of the collection of personal information is specified in the collection forms. Failure by an Account Holder or Visitor to provide data designated mandatory may result in the Operator's inability to provide the services defined herein.
- 11.3. Users' personal data is restricted for the use of 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 processors or otherwise in accordance with applicable data protection legislation including Regulation (EU) 2016/678 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free circulation of these data (EU GDPR), UK GDPR and the Data Protection Act 2018.
- 11.4. The Operator will cease to retain documents containing personal data or remove the means by which the personal data can be associated with particular individuals, as soon as it is reasonable to assume that the purpose for which that personal data was collected is no longer being served by retention of the personal data, and retention is no longer necessary for legal or business purposes.
- 11.5. Any transfer of data to a country outside the United Kingdom is carried out in accordance with applicable laws and requirements and in such a way as to protect the data appropriately.
- 11.6. For the purposes of these T&Cs, personal data may be transferred to the following recipients: payment service providers or entities within the TotalEnergies company whether located in or outside of the United Kingdom. To ensure appropriate protection of data originating from the United Kingdom and likely to be transferred to entities of the TotalEnergies company located outside of the United Kingdom, the TotalEnergies company has adopted Binding Corporate Rules. For transfers of personal data that are not covered by the Binding Corporate Rules, other measures are in place to ensure adequate data protection.

- 11.7. If you would like further information on the measures taken to ensure adequate protection, or have any questions on your rights to personal data in the control or possession of the Operator, please contact us at via the 'Contact Us' section of the Website.

12. TERMINATION OF SERVICE – TERMINATION OF RELATIONSHIP

12.1. Delete Account

The Account Holder may terminate their Account at any time without penalty by giving the Operator 30 days' notice and by following the relevant instructions in the Mobile Application or Website.

12.2. Termination of Account by Operator

An Account Holder's Account may be terminated by the Operator if the Account Holder fails to comply with any of its obligations or breaches any provision of this T&Cs. In the event of a breach, the Operator shall send the Account Holder a notification by email indicating that the Account Holder must remedy the breach within 30 days. Failure to do so will result in the termination of the Account Holder's Account.

In addition, the Operator may terminate an Account Holder's Account by providing the Account Holder at least 30 days prior written notice.

12.3. Post-termination

Termination of the contractual relationship entails the Account Holder's obligation to pay all sums due for use of the Charging Service up to the date on which termination takes effect. A final invoice, if any, will be sent to the Account Holder for this purpose.

13. MODIFICATION OF THESE CONDITIONS OF ACCESS AND USE

The Operator reserves the right to modify these T&Cs at any time. For Account Holders, the changes made will be notified to them.

The modified T&Cs will replace the old version and will automatically apply to any use of the Charge Service from the date of entry into force of the said modifications. The Account Holder will be asked to confirm the Account Holder's acceptance of the modifications thus notified. However, if the Account Holder does not accept the modifications, the Account Holder may terminate their Account under the conditions provided for above.

The provisions of this paragraph do not apply to changes to the T&Cs imposed by law or regulation.

14. INAPPLICABILITY / SEVERABILITY

If any of the provisions of the T&Cs is deemed, in whole or in part, void, illegal or otherwise unenforceable under applicable law, said provision, or part thereof, will be considered withdrawn from this document without affecting the validity of the remaining provisions, which shall remain applicable and in full effect.

15. APPLICABLE LAW - SETTLEMENT OF DISPUTES - JURISDICTION

- 15.1. These T&Cs, and any non-contractual obligations arising out of or connection with these T&Cs, are governed by and shall be construed in accordance with English law.

- 15.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this T&Cs.

16. CORRESPONDENCE AND INFORMATION

Account Holders and Visitors can reach the Operator at the Customer Service contact number mentioned on the Mobile Application and Website and on the Charge Points.