

# General Terms and Conditions of Use (GTCU)

Effective from 11 September 2023

Welcome to TotalEnergies charging services website or mobile application (hereinafter « the Application »). You agree to read and accept, without limitation or reservation, this document (hereinafter "General Terms and Conditions of Use" or "GTCU") by ticking the box provided for this purpose when you first connect to the Application. You also undertake to read the personal data and cookies charter available on the Application. Please note that if you visit other TotalEnergies company websites, different general terms and conditions of use and policies related to personal data protection, or any other document relating to the protection of personal data, apply to these websites. It is recommended that you carefully read their legal notices.

The companies within the TotalEnergies company have their own legal existence and independent legal status. The company publishing the Application (hereinafter "the Application Publisher") belongs to the TotalEnergies company. "TotalEnergies", "TotalEnergies company" and "Company" generally refers to TotalEnergies company and/or its subsidiaries and affiliates; a subsidiary is a company in which TotalEnergies company directly or indirectly holds a majority of the voting rights. Likewise, the words "we", "us" and "our" are used to refer to the Application Publisher or any company of the TotalEnergies company in general or to those who work for them. These expressions are also used where no useful purpose is served by identifying the particular company or companies. It cannot be inferred from these expressions that TotalEnergies SE or any of its subsidiaries or affiliates are involved in the business and management of any other company of TotalEnergies company.

## 1. Identity

### **the Application Publisher**

TotalEnergies Charging Services, simplified joint stock company (SAS) with the capital of 4 050 000 €, whose head office is located at 24 Cours Michelet, 92800 Puteaux and registered in the Trade and Companies Register of Nanterre under number 844 192 443.

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Publication Director: Direction des Solutions

### **the Application Hosting Company**

Microsoft France, whose head office is located at 39 Quai du Président Roosevelt, 92130 ISSY-LES-MOULINEAU.

Phone number: 00 33 (0) 1 55 69 80 61

### **the Application Editor**

Bluecharge Pte Ltd, a limited liability company incorporated under the laws of Singapore, whose registered office is located at 1 Harbourfront Avenue, #14-07, registered under registration number 202041789Z

## 2. Definitions

Terms and expressions identified by capitalization in the GTCU have the following meanings, whether used singular or plural:

“Application”: refers to the Charging Services application of TotalEnergies.

"Account": refers to the unique space reserved for the User, accessible at the end of the registration and allowing the User to use the services offered on the Application.

"Application Member": a User of the Application who has registered on the Application; he/she has created an account and has access to a Personal Space and additional functionalities and/or services offered. All Members are considered User of the Application, but with access to additional functionalities and/or services.

"Payment Service Provider" means Fiserv Inc., a service provider of TotalEnergies Charging Services. The Payment Provider ensures the payment of services between Users and the TotalEnergies entity in charge of the operation of the Application in the concerned territory.

“Payment Account”: Account held by the Payment Service Provider (PSP) used for the purpose of executing payment transactions. The Account can in no way be considered as a deposit account.

“Services”: the service of EV charge provided by Bluecharge Pte. Ltd.

"User": refers to any person who has an Account and accesses the Application.

### **3. Access and registration**

GTCU have been developed to govern the Application use. In the field of technology and communication, they supplement the charters and other texts applicable within the Company: Code of conduct, internal regulations, charter for the use of IT resources, etc.

Any User of the Application must respect the principles established by the GTCU which define a general and common framework for all to avoid inappropriate use of the Application. They apply to all the features of the Application.

#### **Conditions of access to the Application**

Each User acknowledges to comply with the GTCU and the laws in force, and in particular:

- have the necessary skills and means to access and use the Application;
- consent to the Application Publisher and its partners, as the case may be, the right to make any use of the information provided (other than personal data);
- check that the internet configuration used does not contain any viruses and is in perfect working order; and
- to keep confidential logins and passwords that the Application Publisher may transmit to the User and therefore be responsible for their use and security. The Application Publisher reserves the right to suspend access to the Application and his Account in the event of fraudulent use or attempted fraudulent use of such access.

#### **Registration procedure to the Application**

To use Application, the User can register on the Application and become a Member, by creating a Personal Space, which will allow him/her to manage his/her Services, modify his/her personal data (information and documents transmitted during registration), consult the details of the services used and consult and pay his/her invoices with the TotalEnergies entity in charge of the operation of the charging Service in the territory concerned. In particular, the Member must complete the online subscription form and read and accept the General Terms and Conditions of Sales accessible on the Application.

Following his registration, the Member receives an e-mail summarizing his subscription request and can activate his personal space. The Member declares that all the information and documents provided at the time of registration to the Application and its Services are accurate and undertakes, in case of modification, to inform Application Publisher without delay via the Personal Space. The absence of notification or the provision of insufficient or erroneous information may result in the termination of the Services provided by the Application as well as the TotalEnergies' charging services.

The User will have to choose a password that is sufficiently secure. Once registered, the User will be able to log into his/her Account with the credentials provided during registration.

## **4. Use and Undertakings of the User**

### **Use of the Application**

On the Application, the User will have the possibility to:

- Locating Charging stations, enabling the identification of charging service able to meet the needs of Customers and Users.
- Paying by Bank Card on the charging stations operated by TotalEnergies. This action can only take place by carrying out a payment transaction through TotalEnergies' Payment Service Provider.
- Paying the service allows a User to purchase the TotalEnergies charging service.
- Managing the User's Personal Spaces, accessible from the Application. The creation of a personal space by the User is necessary to save personal information and payment means.

### **Undertakings of the User**

The User acknowledges that:

- the GTCU apply to any User authorized to use the Application;
- the Application is intended for professional and personal use;
- each User is identified and speaks on his/her behalf on the Application.

The User also undertakes to:

- protect personal data in accordance with applicable law and internal standards. It shall refrain from any use that would be contrary to the regulations in force, public order and morality;
- provide accurate, complete, sincere, unambiguous information and ensure, as necessary, that it is updated in the event of changes;
- have all the rights and authorizations necessary to provide the information and content published.

## **5. Intellectual property**

### **Principle**

All information or documents (texts, animated or static images, sounds, photographs, know-how, quoted products) displayed on the Application as well as all elements created for the Application and its general structure, are either the property of the Application Publisher or the TotalEnergies Company, or are subject to use, reproduction and representation rights that have been granted to such. These information, documents and items are subject to laws protecting copyright insofar as they have been made available to the public on this the Application. No license or any right other than to view the Application has been granted to any person with respect to intellectual property rights. Reproduction of the Application documents is authorized solely as information for personal and private usage. Any reproduction and any use of copies made for other purposes is expressly prohibited and subject to the prior and express authorization of the Application Publisher. In all cases, the authorized reproduction of information displayed on the Application must quote the appropriate source and ownership.

### **Distinguishing Marks**

Unless otherwise stated, company names, logos, products and brands quoted on the Application are the property of the Application Publisher or the TotalEnergies company, or are subject to use, reproduction or representation rights that have been granted for their benefit. They may not be used without the prior written consent of the Application Publisher.

### **Databases**

Any databases made available to you are the property of the Application Publisher, which has the status of database producer. You are prohibited from extracting or reusing any qualitatively or quantitatively substantial part of the databases, including for private purposes.

## **6. Hyperlinks**

### **Activation of links**

The Application Publisher formally declines any liability for the content of the websites to which it provides links. Please consult the general conditions of use and the personal data and cookies policy, or any other document relating to the protection of personal data, of these websites in order to understand their practices. The decision to activate the links is made solely by the Users. the Application Publisher may modify or delete a link on the Application at any time.

### **Authorization of links**

If you wish to create a hypertext link to this the Application, you must obtain the prior written consent of the Application Publisher by using the contact details mentioned at the end of the GTCU.

## **7. Formal Notice**

### **Liability**

Information and recommendations available on this the Application (hereinafter "Information") are provided in good faith. They are supposed to be correct at the time they are published on the Application. However, the Application Publisher neither represents nor guarantees the completeness and accuracy of the Information. You fully assume the risks associated with the credit you give them. The Information are provided to you on the condition that you or any other person who receives them can determine its interest for a specific purpose before using them. In no event shall the Application Publisher be liable for any damages that may result from the reliance on or use of the Information. The Information should not be considered as recommendations for the use of information, products, procedures, equipment, or formulations that would be in contradiction with any intellectual property right. the Application Publisher declines any liability, express or implied, if the use of the Information contravenes an intellectual property right.

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The Application Publisher does not guarantee, without this list being exhaustive, that the Application operates without interruption and that the servers that provide access to it and/or third-party sites for which hypertext links refer do not contain viruses.

### **Forward-Looking Statements**

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

The forward-looking statements contained in these documents are based on economic data and assumptions made within a given economic, competitive, and regulatory environment. They may prove to be inaccurate in the future and depend on risk factors that could cause actual results to differ materially from those contemplated, such as, but not limited to, changes in exchange rates, the price of petroleum products, the ability to achieve cost reductions or efficiency gains without undue disruption to operations, environmental regulatory considerations, and general economic and financial conditions. Similarly, some 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 assumes any obligation to update or revise, in particular as a result of new information and/or future events, any or all of the statements, forward-looking statements, trends or objectives contained in these documents. Additional information concerning factors, risks and uncertainties that could affect the Company's financial results or business are also available in the most up-to-date versions of the Document de référence / Document d'enregistrement universel filed in France with the Autorité des marchés financiers and the annual report on Form 20-F filed with the United States Securities and Exchange Commission ("SEC").

## **8. Updates of the Application GTCU and applicable law**

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

If one or more provisions of the GTCU are found not to be applicable or prohibited by public policy regulations, the other provisions of the unaffected GTCU shall remain applicable to Users to the extent permitted by such regulations.

The GTCU are subject to Singapore law and fall within the exclusive jurisdiction of the courts of the Republic of Singapore.

## **9. Contact**

For any question related to the GTCU of the Application, you can contact us at the following email address [contact-chargingservices@totalenergies.com](mailto:contact-chargingservices@totalenergies.com) or at the following postal address TotalEnergies Charging Services, 24 Cours Michelet, 92800 Puteaux, FRANCE.