

GENERAL TERMS AND CONDITIONS OF USE FROM THE TEAL MOBILITY CUSTOMER AREA

Welcome to the TEAL Mobility Customer Area (hereinafter referred to as the "Customer Area") accessible via extranet.tealmobility.com.

By connecting to or using our Customer Area, you acknowledge that you have read, understood and accepted, without limitation or reservation, these General Terms and Conditions of Use, hereinafter "T&Cs" and our Charter on the Protection of Personal Data and cookies. Please note that if you visit other TEAL Mobility websites, other general terms and conditions of use and privacy and cookie policies, or any other documents relating to the protection of personal data, are applicable on these websites and we recommend that you consult them.

TEAL Mobility, a simplified joint-stock company with a capital of €20,000,000, registered under number 984 447 136 RCS Nanterre, having its registered office: 6 boulevard de Pesaro 92000 NANTERRE - France (VAT number: FR 74 984 447 136) (hereinafter the "Company"), provides its Clients with a website called "Client Area". The Customer Area is intended to allow the Customer to access the information in their Account (hereinafter "Account"), to consult and manage their Customer Account, its media and the associated additional services in order to optimally manage its media and its fleet of vehicles.

1. Identity:

1.1. Publisher of the Customer Area:

AS 24
E-mail : as24@as24.com
Phone: + 33 (0)2 40 92 24 24
Director of publication: Vincent COUVELAERE

1.2. Technical design and development of the Customer Area:

AS 24
Simplified joint-stock company with a capital of €16,931,200, whose registered office is located at:
1 boulevard du Zénith 44800 SAINT-HERBLAIN - France
registered with the NANTES Trade and Companies Register under the number
347 538 043
Phone: + 33 (0)2 40 92 24 24
www.as24.com

1.3. Hosting of the Customer Area:

This site and the data it contains are hosted in a Datacenter located in France by:

SIGMA IT
Simplified joint-stock company with a capital of €1,729,600, whose registered office is located at:
Zac de la Gesvrine, Rue Newton 44240 LA CHAPELLE SUR ERDRE – France
Registered with the NANTES Trade and Companies Register under number 872 803 390
Phone: + 33 (0)2 40 37 14 00
Website: www.sigma.fr

GENERAL TERMS AND CONDITIONS OF USE FROM THE TEAL MOBILITY CUSTOMER AREA

The companies of the TotalEnergies company have their own legal existence and have an independent legal personality. AS 24, which created the Customer Area, belongs to the company TotalEnergies. The terms "TotalEnergies" and "TotalEnergies company" are sometimes used for convenience and generally refer to TotalEnergies S.E. (the holding company) and/or its subsidiaries. Similarly, the terms "we", "us", "our" refer to the Company or any other company of the TotalEnergies company in general. It cannot be inferred from the mere use of these expressions that TotalEnergies S.E. or any of its subsidiaries are involved in the business or management of any other company of TotalEnergies.

2. Purposes of the Customer Area:

The Customer Area is intended for Customers (hereinafter referred to as the "Users") who have subscribed to a TEAL Mobility Card Contract with the Company for its vehicles (hereinafter the "Vehicles").

Connecting to the Customer Area allows the Customer to access the basic services accessible free of charge and the additional service(s) (hereinafter the "Additional Services") subscribed to by the Customer at the time of conclusion of the Contract, by amendment to the Contract or on the Customer Area in accordance with the terms and conditions published on the Customer Area.

The features and/or services of the Customer Area are as follows:

2.1. Consultation of the information posted online by the Company:

The Customer Area allows the Customer to:

- Consult the Company's news and product and service offerings;
- To search for service stations in the Company's network and to benefit from information relating to the state of the network;
- To consult the prices, the Special Commercial Conditions, the General Terms and Conditions applicable to the products and services marketed by the Company, the instructions for use of TEAL Mobility Supports posted online by the Company;
- Access reports and download documents.

2.2. Subscription to Additional Services and ancillary services:

The Customer Area allows, in particular, the Customer to subscribe to the Additional Fleet Management Services offered by the Company in the countries where they are available (H2 Alert, H2 Control, eBilling, Infoservice, etc.) as well as to service packages.

2.3. Media Management:

The Customer Area allows, in particular, the Customer to:

- View prices by resort and by product;
- Request, renew, replace defective Media;
- To view and set ceilings for its Vehicles using the fleet management services of the Vehicles subscribed to by the Client (configuration of consumption limitations, time settings, geographical settings, financial settings);

GENERAL TERMS AND CONDITIONS OF USE FROM THE TEAL MOBILITY CUSTOMER AREA

- Receive alerts and follow up on anomalies related to the use of a Support outside the framework defined by the Client when setting up the Support;
- Suspend and/or oppose Materials;
- View and download the list of transactions carried out for Vehicles with Supports...
- To transmit the necessary data to the Company's co-contractors in order to obtain certain services ancillary to travel.

2.4. Bills:

From the Customer Area, the Customer can consult and download their invoices and/or debit notes for a maximum period of 18 (eighteen) months.

Invoices can be downloaded in pdf and electronically signed pdf format (if you have subscribed to the eBilling service).

The Customer can view transactions awaiting billing and at least one year of history of invoiced transactions.

2.5. "Multipass" management:

A Client with several Client Accounts in the Company has the option of requesting the creation of a single access to the Client Area, thus allowing them to manage all of their Accounts.

2.6. Claims:

The Client Area allows the Client to manage complaints from a transaction line.

3. Conditions of access:

As soon as a TEAL Mobility Card Contract is concluded, the User is sent access to the Customer Area by email or post.

The User may freely designate additional persons entitled to access the Customer Area by creating user accounts, assigning them specific access rights and removing their access rights.

The Customer Area is accessible via the URL extranet.tealmobility.com. To access it, the User must have an Internet web browser.

The Customer Area is accessible 24/7.

However, the Company is not bound by any obligation of result with regard to the operation and availability of the website.

Consequently, the User expressly acknowledges that the Company may at any time block access to the Client Area due to technical or legal constraints or limitations, without prior notice and on a discretionary basis.

GENERAL TERMS AND CONDITIONS OF USE FROM THE TEAL MOBILITY CUSTOMER AREA

4. Duration and suspension of access:

Access to the Customer Area is linked to the validity of a Contract between the User and the Company.

Once the Contract has been terminated, the User will only retain access to certain functionalities (in particular access to his/her invoices for a limited period of time).

When a person authorised by the User is no longer part of the User's company, it is the responsibility of the User under his sole responsibility to withdraw access to him/her.

The Company reserves the right to suspend the User's access in the event of fraudulent use or attempted fraudulent use of this access.

5. Confidentiality:

The User is responsible for keeping his username and password.

The User undertakes to ensure that the password and username assigned to him by the Company are respected and maintained in the strictest confidence.

It expressly acknowledges that any connection to the Customer Area, as well as any transmission of data on or from the Customer Area, operated from the identifier assigned to the User will be deemed to have been made by the User or by the person designated by him.

The User undertakes to immediately inform the Company of any loss and/or disclosure of his/her username or password.

Any loss, misappropriation or use of the username and password and their possible consequences are the sole and entire responsibility of the User.

6. Use of the Customer Area and data:

The data appearing on the Customer Area belongs to the User and he alone designates the person(s) who may have access to it.

The data is recorded and stored in a way that ensures its security and confidentiality.

7. Data exchange: security, proof and storage

7.1. Safety and Proof:

In order to prevent unauthorised access to the Client Area and thus prevent the data exchanged from being modified, destroyed or lost, the Company undertakes to:

- Use a secure connection standard on the Internet,
- Implement and maintain the recording and archiving conditions described in the article

GENERAL TERMS AND CONDITIONS OF USE FROM THE TEAL MOBILITY CUSTOMER AREA

7.2 "Storage" below, of which the User acknowledges having become aware. It acknowledges the reliability of such data and, in the event of a dispute, agrees to waive the right to contest the probative value of the data recorded and archived in accordance with this article.

7.2. Conservation :

Users' access to the Customer Area is subject to a permanent record (date/time, IP address called, URL accessed).

This record is kept as long as the User's Account is active. Its logical and physical access is restricted to the IT administration department.

8. Intellectual property:

8.1. Principle:

All information or documents (texts, animated or still images, databases, sounds, photos, know-how, products cited) contained in the Customer Area, as well as all elements created for the Customer Area and its general structure, are either the property of the Company, or are subject to rights of use, reproduction and representation granted to the latter.

This information, documents or elements are subject to copyright laws as soon as they are made available to the public on the Customer Area. No license, nor any right other than that of consulting the Customer Area, is conferred on anyone with regard to intellectual property rights.

Any reproduction and use of copies of the Client Area is expressly prohibited and subject to the prior and express authorisation of the Company. In any case, the authorised reproduction of the information contained in the Client Area must indicate the appropriate source and ownership notice.

8.2. Distinctive signs:

Unless otherwise stated, the company names, logos, products and brands mentioned in the Customer Area are the property of the Company, or are subject to rights of use, reproduction or representation that have been granted to them. They may not be used without the prior written permission of the Company.

8.3. Databases:

Any databases made available to Clients are the property of the Company, which is the producer of databases. You are prohibited from extracting or reusing a qualitatively or quantitatively substantial part of the databases, including for private purposes.

8.4. Photo credits - videos:

Credits indicated on the visuals of the site.

9. User Commitment:

GENERAL TERMS AND CONDITIONS OF USE FROM THE TEAL MOBILITY CUSTOMER AREA

Each User of the Client Area who provides information grants the Company all transferable rights relating to this information and authorises the Company to use it. If the information entered by Users in this way constitutes personal data within the meaning of applicable law, it is processed in accordance with the Personal Data Protection Charter applicable to the Customer Area.

Each User of the Customer Area declares that he/she complies with these T&Cs and laws in force, in particular:

- have the necessary skills and means to access and use the Client Area;
- have checked that the computer configuration used does not contain any viruses and that it is in perfect working order;
- to grant the Company and its partners, where applicable, the right to make any use of the information provided (other than personal data).

The Client's attention is drawn to the fact that the collection and processing of all or part of the data in the Client Area is likely to constitute a control of the activity of employees subject to the prior obligations provided for in Articles L.1222-4 and L.2323-32 of the French Labor Code.

10. Hypertext links:

The Company expressly declines any responsibility for the content of the sites to which it offers links. These links are offered to Users of the Customer Area. The Client is invited to consult the general terms and conditions of use and the charter on the protection of personal data and cookies of these sites in order to understand their practices. The decision to activate the links belongs exclusively to the Users of the Customer Area. The Company may modify or delete a link on the Client Area at any time.

11. Warnings:

The information and recommendations available on the Customer Area (hereinafter "Information") are offered in good faith. They are deemed to be correct at the time they are published on the Customer Area. However, the Company does not guarantee the completeness and accuracy of this Information. The User assumes full responsibility for the credit he or she grants to them. This Information is provided on the condition that the User or any other authorized person who receives it can determine its interest for a specific purpose before using it. In no event shall the Company be liable for any damages that may result from reliance on or use of such Information. This Information should not be considered as a recommendation for the use of any information, products, procedures, equipment or formulations that would be in contradiction with any patent, copyright or registered trademark. The Company disclaims any and all liability, express or implied, if the use of this Information infringes any patent, copyright or registered trademark.

No warranty, express or implied, is given as to the commercial nature of the Information provided, or as to its suitability for a particular purpose, or with regard to the products referred to in this Information. Under no circumstances does the Company undertake to update or correct the Information that will be disseminated on the Internet or on its web servers. The Company reserves the right to modify or correct the content of its sites at any time without prior notice.

12. Responsibility:

GENERAL TERMS AND CONDITIONS OF USE FROM THE TEAL MOBILITY CUSTOMER AREA

The User expressly acknowledges that the Company may not be held liable under any circumstances in the event of use of the Client Area that does not comply with the provisions of these T&Cs, which the User has accepted without reservation.

The User is aware and informed of any viruses and other malicious programs that may circulate on the Internet and that could contaminate his or her terminals, and it is his or her responsibility to take all measures to protect himself or herself from them. Under no circumstances may the Company be held liable for any malfunctions resulting from the use of the Customer Area, regardless of the cause. In particular, the Company declines all responsibility in the event of interruption of the site, the occurrence of bugs or operating errors, as well as in the event of damage, direct or indirect, whatever the causes, origins, nature or consequences, caused by anyone's access to the site or the impossibility of accessing it, or its use.

The Company may interrupt the operation of the Customer Area for maintenance reasons.

The Company is only bound by an obligation of means in the continuity of the service. Consequently, it does not guarantee that the proposed service will be continuous, without temporary or permanent interruptions, or without suspension or error. In addition, any evolution or change of the service may result in an update and/or temporary unavailability of the Customer Area, which shall in no way engage the Company's liability

13. Force majeure:

The Company cannot be held liable to the user in the event that the performance of its obligations under these T&Cs is delayed, restricted or made impossible due to the occurrence of a force majeure event.

In particular, cases of force majeure are considered to be cases of force majeure in cases usually recognized by French case law and courts.

14. Updates to the terms of use of the Customer Area and applicable law:

The Company may update these T&Cs at any time. Consequently, the User is invited to regularly refer to the latest T&Cs in force.

If one or more provisions of the T&Cs prove to be inapplicable or prohibited by virtue of a regulation of public order, the other provisions of the T&Cs that are not affected will remain applicable to the User to the extent permitted by this regulation.

These T&Cs are subject to French law and fall under the jurisdiction of the French courts.

15. Contact details

If you have any questions about the terms and conditions of use of the Customer Area, please contact us by email at contact@tealmobility.com or by post at the following address: TEAL Mobility - Marketing & Communication Department, 6 boulevard de Pesaro, 92000 Nanterre - France.