

General Terms and Conditions of the ts.totalenergies.com website

1. Introduction

Welcome to the ts.totalenergies.com website (the "Website"), which is owned and operated by TOTSА TotalEnergies Trading SA, route de l'Aéroport 10, P.O. Box 276, 1215 Geneva, Switzerland ("TOTSА"). These General Terms and Conditions of the the ts.totalenergies.com website (the "Terms") shall govern your use of the Website.

By using the Website, you explicitly acknowledge and accept all terms and conditions contained herein in full. Please therefore read them carefully. If you have any objection to these Terms or do not have the capacity to be bound by these Terms, you must not use the Website.

The Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

The Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you are minor.

For any question in relation to these Terms, you can contact TOTSА at the following address: [\[ts.comms\[at\]totsa.com\]](mailto:ts.comms[at]totsa.com).

2. Use of the Website

Every effort is made to keep the Website up and running smoothly. However, TOTSА cannot guarantee that the Website will be available at all times, in particular in case of technical issues beyond its control. In addition, TOTSА reserves the right, for whatever reason and at its sole discretion, to cancel, modify, amend, suspend, withdraw or stop access to whole or part of the Website. TOTSА will not be liable if for any reason the Website is unavailable at any time or for any period.

You may only use the Website in accordance with these Terms and for lawful and proper purposes.

The Website is provided to you on an "as is" basis. The information and material contained in the Website is of a general nature and is made available to you for general information purposes only. It is not intended to be a solicitation to enter into any specific transaction. The information and material on the Website may be edited, improved, modified or changed at any time, without notice. All opinions expressed in any articles or other authored material on the Website are those of the respective authors themselves and do not necessarily represent the views of TOTSА.

TOTSА excludes any and all express or implied warranties, guarantees or representations that the Website or any content or information available or linked to through the Website is error-

free, suitable for any particular purpose, accurate or up-to-date, or that access thereto will be continuous or uninterrupted. You are entirely responsible for your use of the Website, and for the consequences of relying on any content. You are advised to verify the accuracy of any information before relying on it.

The downloading or other use of the material on the Website is done at your own discretion and risk, and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that may result from such activities (e.g. download of computer viruses or other destructive programs). Furthermore, you explicitly acknowledge that no data transmission over the Internet can be guaranteed as totally secure as it may be subject in particular to data corruption, delay, interception and unauthorized amendment. Due to technical difficulties typically found with the Internet, Internet software or transmission problems could produce incomplete copies with inaccurate information. TOTSA does not accept liability for any such risks or their consequences.

3. Disclaimer on third party information

TOTSA hereby disclaims liability for any information or materials posted at any of the third party websites to which the Website links, and that link to the Website. TOTSA does not have any control over those websites and webpages, and is not responsible for their contents. By linking to a non-TOTSA website or webpage, TOTSA does not represent or imply that it endorses such website or webpage. You are solely responsible for any access and use of any such websites. It is your responsibility to consult the terms of use published on any such websites and to abide by them.

Linked websites were checked for legal irregularities when the link was established and no illegal contents were recognizable at that point in time. In the absence of specific reasons for suspecting legal violations, TOTSA cannot be expected to continuously monitor the contents of linked webpages. If TOTSA becomes aware of illegal content, TOTSA will immediately remove the links in question. Please also note that links provided through the Website might be from time to time irrelevant or broken.

Furthermore, TOTSA is not responsible for the privacy practices of such other websites, which may provide less security than the Website. TOTSA therefore encourages you to be aware when you leave the Website and to read the privacy policies of each third party website.

4. Liability limitation

To the full extent allowed by applicable law, you hereby explicitly agree that TOTSA will not be liable to you for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with, or as a result of, your use of, or inability to use, the Website or other websites linked to the Website, nor TOTSA will be liable

to you for any such loss arising out of your use of or reliance on information contained on or accessed through the Website.

5. Indemnification

You agree to indemnify and hold harmless TOTSA and its respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of any provision of these Terms.

6. Intellectual property rights

TOTSA, its suppliers or third parties who have granted TOTSA permission to reproduce their material on the Website or whose content is used by TOTSA lawfully, own all trademarks, copyright and all other intellectual property rights in the content on the Website. Any unauthorized use of the content of the Website will infringe the intellectual property rights of TOTSA and/or the relevant intellectual property rights owner, and will be subject to the latter's full legal rights and remedies.

The content of the Website shall not, whether for commercial or non-commercial purposes, be copied, reproduced, distributed, amended, adapted, used to create derivative works, disclosed to third parties, saved or used, without the prior written authorization of TOTSA. Notwithstanding the above, all materials on the Website may be reproduced without permission, provided that (i) such reproduction is for non-commercial informational and educational purposes or private use only, (ii) due acknowledgement is given to TOTSA or the relevant intellectual property rights owners, (iii) no modifications to the materials are made, and (iv) all copyright legends and notices are displayed in the same form and manner as on the original with the additional following wording: "reproduced from the totsacom website". Material may only be used in the language displayed on the Website. For the avoidance of doubt, TOTSA does not represent nor does it act as an agent for third parties, and you may be required to request permission from third parties directly.

You may not retrieve content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes), without the prior written authorization of TOTSA or the relevant intellectual property rights owners.

TOTSA grants each visitor of the Website a worldwide, non-exclusive, revocable, non-sublicensable and non-transferable license to view and display the Website, to the extent TOTSA holds such rights, solely for purposes of using the Website. Unless otherwise permitted under these Terms, use or storage of any content of the Website for any purpose other than using the Website is expressly prohibited without the prior written authorization of TOTSA.

7. Personal data

To provide you with the best experience when you browse the Website and also allow TOTSA to improve the Website, TOTSA may collect data through the use of cookies and similar technologies. Please read the Privacy Policy to understand how TOTSA uses and protects your data.

8. No waiver and severability

No failure or delay in enforcing any right inherent in any provision of these Terms shall be a waiver of that or any other right, which can be enforced at a later time.

If any provision of these Terms is held implausible, illegal or unenforceable, that provision shall be enforced to the maximum extent permissible and the remaining terms shall not be affected and shall be carried out as close as possible according to the original terms and the intent reflected in these Terms.

9. Amendments to these Terms

TOTSA reserves the right, at its sole discretion, to amend these Terms at any time and without prior notification. The amended Terms shall be effective immediately upon posting of the amended Terms on the Website. It is your responsibility to check these Terms periodically for changes. Your continued access to or use of the Website following the posting of the amended Terms constitutes your acceptance of any such amended Terms.

10. Governing law and jurisdiction

The construction, performance and validity of these Terms shall in all respects be governed by the substantive laws of Switzerland, without giving effect to the choice of law principles thereof which would result in the application of the laws of any other jurisdiction.

Any claim, action or dispute arising out of or in connection with these terms shall be submitted to the exclusive jurisdiction of the courts of Geneva, subject to appeal to the Swiss Federal Supreme Court.