

# General Terms and Conditions of Use (GTCU)

Welcome to the address <https://reco-indus.studio-lub.eu>(« Website »). 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 Website. You also undertake to read the [personal data and cookies charter](#) available on this Website. Please note that if you visit other Total Energies Group 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 Total Energies Group have their own legal existence and independent legal status. The company publishing this Website (hereinafter "Website Publisher") belongs to the Total Energies Group. "Total Energies", "Total Energies Group" and "Group" generally refers to TOTAL ENERGIES SE and/or its subsidiaries and affiliates; a subsidiary is a company in which TOTAL ENERGIES SE directly or indirectly holds a majority of the voting rights. Likewise, the words "we", "us" and "our" are used to refer to the Website Publisher or any company of the Total Energies Group 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 TOTAL ENERGIES SE or any of its subsidiaries or affiliates are involved in the business and management of any other company of Total Energies Group.

## 1. Identity

### 1.1. Website Publisher

Site publisher company, hereinafter referred to as "Publisher": TOTAL LUBRIFIANTS S.A.

Headquarters: 562 avenue du Parc de l'île 92029 Nanterre Cedex – France

Company type - corporate form: SAS

Capital: 27,085,708 EUROS

Trade and Companies Register: 531 680 445 R.C.S. Nanterre

VAT number: FR66552006454

Phone number: 01 41 35 00 00

Contact us by email: [ms.contact-lubrifiantssgci@totalenergies.com](mailto:ms.contact-lubrifiantssgci@totalenergies.com)

Director of publication: Olivier Bertomeau

### 1.2. Website Hosting Company

This Site is hosted by:

Microsoft Ireland Operations Limited

Company located at One Microsoft Place, South County Industrial Park, Leopardstown, Dublin 18, Ireland D18 P521.

Siren: 419 423 728

Telephone: +33 (0) 8 05 540 594

Graphic design and development:

TOTAL LUBRIFIANTS S.A.

Headquarters: 562 avenue du Parc de l'île 92029 Nanterre Cedex - France.

## 2. Definitions

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

**"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 Website.

**"Contribution"**: refers to any type of content (including text, image, video, sound) published by a User on the Website.

**"Profile"**: refers to the interface made available to a User and accessible to other Users, including the description made by the User and including photos and/or videos.

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

## 3. Access and registration

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

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

### 3.1 Conditions of access to the Website

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 Website;
- consent to the Website 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;
- to keep confidential logins and passwords that the Website Publisher may transmit to the User and therefore be responsible for their use and security. The Website Publisher reserves the right to suspend access to the Website in the event of fraudulent use or attempted fraudulent use of such access.

### 3.2 Website registration procedure

**OPTION 1: IF THE USER MUST CREATE AN ACCOUNT:** To use the Website, the MLE or Admin must create a customer Account by providing the requested information. On User page, the MLE or Admin can create an user account, the customer provides its email, name and last name mandatory in order to create its account. The phone number is request but it is not mandatory. Depending on his role, the customer can create user accounts for his employees. Eg.:

**OPTION 2: IF A CUSTOMER CREATES AN ACCOUNT:** The customer can create an account according his role. For example: A Superintendent can create an account for a Chief Engineer and a Chief Engineer can create an account for a Mechanical Team.

**FOR BOTH OPTIONS:** once the account is created, an email is sent to the user and he can click on the link received and activate it. The User will then receive a confirmation code confirming his/her registration and allowing him/her to access and use the Platform.] 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

### 4.1 Use of the Website

On the Website, the User will have the possibility to access to Lubmarine technical services, mainly:

- Fleet, vessel, equipment, and sampling points
- Samples management
- Onboard and laboratory analyses

### 4.2 Undertakings of the User

The User acknowledges that:

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

If, by exception, the User is required to speak on behalf of his/her management, the User explicitly indicates this in his/her Contribution, which has been approved by his/her hierarchy in advance.

- each User is personally and legally responsible for the content, comments and information that he/she chooses to share or distribute via the Website;
- it is prohibited to publish, send or share confidential or sensitive information in accordance with the obligations of loyalty, discretion and confidentiality that each User is required to observe in accordance with the rules applicable to them. Contributions on the Website are in accordance with the Politique Sûreté du Patrimoine Informationnel (PSPI) which protects sensitive data generated, held or exchanged by all Group entities. [Information classified above 1 in terms of confidentiality under the PSPI may not be transmitted through the Website.]
- each User who notices inappropriate content may request its modification or deletion via the "User" tab of the Website, the user can delete or deactivate his own account or his hierarchy can do it directly on the site. The Admin or MLE can deactivate user accounts.

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.

### **4.3 Rules relating to User Contributions**

The User must ensure the quality and relevance of his/her Contributions. It is recommended that each User supports their statements with reliable and tangible references. Each User is reminded that his/her Contributions may not be attributed to a Total Energies Group company and may not be held liable.

The User must refrain from making any comments or sharing any clearly unlawful content, in particular of a racist, xenophobic, discriminatory, malicious, coarse, abusive, defamatory, hateful, obscene or violent nature. The User also refrains from infringing the rights of third parties: respect for privacy, intellectual property and personal data.

The User shall ensure that he/she has all the rights and authorizations necessary for the publication of the Contribution, in particular with regard to Article 5 below. For example, if the proposed Contribution is protected by copyright and does not have the necessary rights and permissions (of the author or rights holders) to publish it, the User may only publish the hypertext link to the protected content.

Topics such as sexuality, politics, criminal activities, drugs, alcohol and tobacco, gambling, religious facts are prohibited, as the use of the Website's features for commercial and advertising purposes.

The Website is addressed to Users all over the world, with values and codes of conduct that are not necessarily the same for everyone. The comments and Contributions of each User must therefore be respectful of all, and comply with the Group's values.

To ensure that the content is easy to read and understood by all, each User must pay attention to his/her language, write his/her messages in an intelligible language and make every effort to use the most correct syntax and spelling possible (no abbreviated writing or SMS language).

The Website Publisher reserves the right to delete any Contribution that may contravene the law as well as the GTCU and the texts to which they refer, as well as any off-topic, repeated or coarse comments.

## **5. Intellectual property**

### **5.1. Principle**

All information or documents (texts, animated or static images, sounds, photographs, know-how, quoted products) displayed on the Website as well as all elements created for the Website and its general structure, are either the property of the Website Publisher or the Total Energies Group, 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 Website. No license or any right other than to view the Website has been granted to any person with respect to intellectual property rights. Reproduction of Website 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 Website Publisher. In all cases, the authorized reproduction of information displayed on the Website must quote the appropriate source and ownership.

## **5.2. Distinguishing Marks**

Unless otherwise stated, company names, logos, products and brands quoted on the Website are the property of the Website Publisher or the Total Energies Group, 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 Website Publisher.

## **5.3. Databases**

Any databases made available to you are the property of the Website 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.

## **5.4. Photos – Videos Credits**

TOTALENERGIES is the author / source

## **5.5. User Contributions**

Contributions are made free of charge and do not entitle the User to any remuneration. By publishing a Contribution on the Website, the User warrants that he/she is the author or that he/she holds the rights to publish it. As soon as the User decides to publish a Contribution on the Website, the User agrees, with regard to the community nature of the Website and its features, that his/her Contribution may be stored, accessible and viewed by other Users, and grants to the Website Publisher the rights of reproduction, representation, adaptation and translation relating to his/her Contribution on all or part of the Website and generally on any communication support (in particular digital, analogue or paper) and by any communication mode (in particular on Internet or any other electronic communication mode), within the context of the Website. This authorization is non-exclusive, free of charge and valid worldwide and for all applicable legal rights protection periods. The User accepts that the Website Publisher may grant or grants to its partners the same rights as those referred to above, in whole or in part.]

# **6. Hyperlinks**

## **6.1. Activation of links**

The Website Publisher formally declines any liability for the content of the websites to which it provides links or to which Users redirect in their Contributions. 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 Website Publisher may modify or delete a link on the Website at any time.

## **6.2. Authorization of links**

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

# **7. Formal Notice**

## **7.1. Liability**

Information and recommendations available on this Website (hereinafter "Information") are provided in good faith. They are supposed to be correct at the time they are published on the Website. However, the Website 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 Website 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 Website Publisher declines any liability, express or implied, if the use of the Information contravenes an intellectual property right.

The Website Publisher, and any Total Energies Group company, categorically rejects any interpretation which may assimilate the content of its websites with offers to purchase or incentives to acquire shares or other negotiable securities, listed or unlisted, from the Website Publisher or any other Total Energies Group company. No warranty, express or implied, is given regarding the commercial nature of the Information provided, nor as to their suitability for a particular purpose, nor as to the products referred to in such Information. Under no circumstances the Website Publisher undertakes to update or correct the Information that will be published on the Internet or on its web servers. The Website Publisher reserves the right to modify or correct the content of its websites at any time without prior notice.

The Website Publisher does not guarantee, without this list being exhaustive, that the Website 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.

## **7.2. Forward-Looking Statements**

The documents presented on this Website may contain forward-looking statements about the Group (including objectives and trends) and forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding TOTAL ENERGIES 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 are based on estimates, particularly when assessing the recoverable amount of assets and the amounts of any impairment losses.

Neither Total Energies 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 Group'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 Website GTCU and applicable law

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

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 French law and fall within the jurisdiction of the competent French courts.

## 9. Contact

For any question related to the GTCU of the Website, you can contact us at [MS.CONTACT-LUBRIFIANTSSGCI@TOTALENERGIES.COM](mailto:MS.CONTACT-LUBRIFIANTSSGCI@TOTALENERGIES.COM) or by post to the following address:

Total		Lubrifiants		S.A.
Secrétariat	Général	-	Contrôle	Interne
562	avenue	du	Parc	L'Île
92029		Nanterre	de	Cedex
FRANCE				