



TotalEnergies Mobile Application Terms and Conditions

Use of and/or registration on the mobile app will constitute your agreement to be bound by these Terms and Conditions. If you cannot agree with these Terms and Conditions, please do not install and/or use the mobile app.

The TotalEnergies mobile application (the “App”) is available for download on compatible electronic devices. The App is owned and operated by TotalEnergies Marketing South Africa (“TotalEnergies”, “we”, “us” and “our”).

Should you have any queries concerning these terms and conditions or the TotalEnergies Food Application, please contact us via our App or contact details provided on our website.

Introduction

The App enables users to order and purchase products from the App and collect the purchases from the store selected during the purchasing process.

These terms and conditions govern the ordering, purchase, and collection of products on the App.

These terms and conditions are binding and enforceable against every person that accesses or uses the App (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”).

TotalEnergies reserves the right, without notice and at its sole and absolute discretion, to make changes to these terms and conditions. Such changes will take effect when they are published. It is expressly recorded that should there be any material changes to these terms and conditions, TotalEnergies will endeavour to notify you thereof. You are encouraged to familiarise yourself with the content of these terms and conditions on a regular basis.

If you continue to use the App after our amendments to these terms and conditions have been published, you will be deemed to have accepted such amended Terms and Conditions.

Use of the App

By using the App, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may not use the App. If your parent or legal guardian supervises you and gives your consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

You agree that you will not in any way use any device, software, or other instrument to interfere or attempt to interfere with the proper working of the App. You also agree that all content including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this App (the “Content”) belongs to TotalEnergies and you shall not therefore in any way use any robot, spider, other automatic device, or manual process to monitor,



copy, reverse engineer, distribute or modify the App or the information contained herein, without the prior written consent from TotalEnergies.

You may not in any way display, publish, copy, print, post or otherwise use the App and/or the information contained therein without the express prior written consent of TotalEnergies.

Adding an item to a cart does not reserve the product. While shopping - products may become unavailable due to ongoing purchases and as a result may be removed from your cart to avoid checking out a unit that is no longer in stock.

Registration

You are required to register before using the app.

It is your responsibility to ensure that the details provided by you during registration, or at any time, are accurate, complete, and up to date. You are required to maintain your TotalEnergies registration details on the App as and when they change, so that we can contact you to communicate updates on your order when required.

Information Processing

By registering on the App, you give TotalEnergies permission to collect, store and process your personal information in compliance with the Protection of Personal Information Act No. 4 of 2013 (POPIA). The information provided is stored securely to ensure its privacy and confidentiality.

TotalEnergies will require, use, and hold the following types of information about you:

- All information contained in the forms or other documentation you submit to TotalEnergies and any other subsequent information or details you update or provide afterwards. This may include your name, contact details and transaction records;
- Information TotalEnergies uses to process your registration on the App;
- The location of your use of the App;
- Details of when you contact TotalEnergies and when TotalEnergies contacts you. This includes for example electronic mail addresses, telephone numbers you contact TotalEnergies from and the content of the communications with TotalEnergies (which may be recorded).

TotalEnergies will not provide your personal information to any unauthorised third parties for their independent use without your consent, unless legally obligated to.

You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions, however, should you object to the processing of your personal information, you may not use the App.

You have the right to ask TotalEnergies to update, correct or delete your personal information. Should TotalEnergies be unable to delete your personal information, TotalEnergies will take all steps to make it anonymous and/or deidentify such personal information. You agree that TotalEnergies



may keep your personal information until you request TotalEnergies to delete or destroy it, provided any applicable legislation and/or law requires TotalEnergies to keep it or dispose thereof.

Sharing your information

You agree that TotalEnergies may transfer or make your information available to the following persons and organisations (whether they are located in or outside South Africa) in order to achieve the data processing purposes, set out herein in order to ensure the functioning of App:

To the divisions and entities in the TotalEnergies. This includes its directors, employees, contractors, agents, auditors, legal and other professional advisors of the divisions and entities, the latter stakeholders will have permission-based access only, to the extent that it is necessary for them to view your information;

To persons who provide services to TotalEnergies in relation to the products and services you obtain from it. This may include services such as collection, data hosting and processing and management services;

To any person to whom TotalEnergies cedes, delegates, transfers or assigns any of its rights or obligations relating to the Food delivery.

Please note that at all times, TotalEnergies will ensure that the persons to whom your information is transferred or made available, undertake to protect the confidentiality of your information in a manner similar to that set out herein.

Passwords and security

When you register to use our App, you will be asked to create a username (a valid mobile phone number) and a password. You must keep this information confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your username and password. You agree that, once your correct username and password have been entered (in relation to the App), irrespective of whether the use of the username and/or password is unauthorised or fraudulent, you will be liable for payment of any resulting order. If you know or suspect that someone else knows your password, you should reset your password on the App.

If we have reason to believe that there is likely to be, or has been, a breach of security or misuse of our App, we may require you to change your password or we reserve the right to suspend your account without prior notification.

Creating an order

Orders can only be created through the use of our App. No orders by web, telephone, email, SMS, fax or any other medium is possible.

When you place an order for a product, your order is subject to product availability. You acknowledge that stock of all products on the App and at any store is limited and that pricing may change at any time without notice to you.

TotalEnergies will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are removed from the App.



TotalEnergies cannot guarantee the availability of stock. If you order a product on the App or any Store and that product is no longer available after payment, TotalEnergies will notify you and you will be entitled to a refund of any amount already paid by you for such products.

Prior to collection of the products you ordered, you may cancel an order provided the App allows you to do so. After collection of the products, you may return such products only in accordance with the TotalEnergies Returns Policy.

Before you make payment on the App, you will have the opportunity to review any order for products that you have ordered.

General payment provisions

TotalEnergies or its authorised representatives are authorised to secure a hold for the value of the goods ordered during checkout, and once the order has been finalised at the store, to debit the total order amount against the authorised payment type supplied by you when completing your order. Payment is finalised for the actual invoiced amount when your order is collected. You will be charged the exact cost of your order in a transactional currency of ZAR.

Payment authorisation does not constitute a payment to TotalEnergies, but rather confirms the validity of the account information entered at checkout, and the availability of necessary funds.

By submitting your order and payment card details, you warrant that you are over the age of 18 (eighteen), are authorised to make payment with the payment card, and that there are sufficient funds available to pay for the order.

TotalEnergies does not store any of your payment information. Your credit or debit card details are encrypted and transmitted directly to our secure payment gateway.

WiCode (Corporate vouchers): you may select to use a wiCode voucher as a method of payment. wiCode vouchers are run via the wiCode platform, are not owned or controlled by TotalEnergies, and for which you acknowledge TotalEnergies is not responsible in law. Only wiCodes vouchers where TotalEnergies has been set up as the Merchant of the wiCode campaign, as determined by wiCode or the issuer of the voucher can be used on the TotalEnergies platforms as a method of payment. wiCode vouchers are not transferable and may not be exchanged or refunded for cash. Should your wiCode voucher be lost or stolen, neither TotalEnergies nor its agents will be liable. TotalEnergies or its agents will not be held responsible for any cellular network or internet service operator delay in the use of the wiCode vouchers. Should your order value be higher than your wiCode voucher value, then you will be asked to top up using any of the other available payment methods indicated in 8.3 above. If your order value is less than your wiCode voucher value, then the treatment of the balance of the wiCode voucher will be determined according to the terms and conditions of that wiCode coupon, as determined by wiCode or the issuer of the voucher. Should you have difficulty using your wiCode voucher, you will need to contact wiCode or the issuer of the wiCode voucher directly.

TotalEnergies shall take all reasonable efforts to accurately reflect the description, availability and purchase price of products on the App. However, should there be any errors of whatsoever nature on the App (which are not due to TotalEnergies' gross negligence), TotalEnergies shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any



incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the TotalEnergies Returns Policy.

Cancellation of orders to collection

You are entitled to cancel a payment where fraudulent use of your payment card has been made by another person not acting on your behalf.

Should the order need to be cancelled, this can be done via the App and must be done before the cut-off time for the respective order has been reached, which is when the acknowledgement of the order has been communicated. A credit will be passed to your TotalEnergies account when the products in your order have been returned to the store's stockholding within 48 hours.

Disclaimer

The use of the app is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the App or reliance on any information on the App.

Whilst TotalEnergies takes reasonable measures to ensure that the content of the App is accurate and complete, TotalEnergies makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of the App or as to the accuracy, completeness, or reliability of any information on the App. If any such representations or warranties are made by TotalEnergies' representatives, TotalEnergies shall not be bound thereby.

TotalEnergies disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the App and/or any content therein unless otherwise provided by law.

Limitation of liability

TotalEnergies cannot be held liable for any inaccurate information published on the App and/or any incorrect prices displayed on the App, save where such liability arises from the gross negligence or wilful misconduct of TotalEnergies, its employees, agents, or authorised representatives.

TotalEnergies will not be liable for any direct, indirect, special, or consequential loss or damages howsoever arising including but not limited to, your use of the App, activity on the App and or any linked Other Websites.

You hereby indemnify TotalEnergies and hold it harmless against any loss or damage you or any third party may suffer as a result of your use of the App.

Availability and termination

TotalEnergies will use reasonable endeavours to maintain the availability of the App, except during scheduled maintenance periods, and are entitled to discontinue providing the App or any part thereof with or without notice to you.

TotalEnergies may in its sole discretion terminate, suspend, and modify this App, with or without notice to you. You agree that TotalEnergies will not be liable to you in the event that it chooses to



suspend, modify, or terminate the App other than for processing any orders made by you prior to such time, to the extent possible.

General

These terms and conditions will be subject to and interpreted under the laws of the Republic of South Africa and the South African courts will have exclusive jurisdiction over any claim arising in connection herewith.

You may not assign or otherwise transfer all or any part of your rights or obligations under these terms and conditions. You agree that TotalEnergies may, in its sole and absolute discretion, transfer and assign all or part of its rights and obligations under these terms and conditions to one or more third parties chosen by it.

If any clause or sentence in these terms and conditions is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected and will remain of full force and effect.