



Tesla Business Account Platform Terms of Use

Introduction

These Tesla for Business Terms of Use ("**Terms**" or "**Terms of Use**") are hereby accepted and agreed to by the company identified within the Tesla for Business sign-up process ("**Company**" "**you**" or "**your**"), and constitute a legally binding agreement by and between Company and Tesla, Inc., 45500 Fremont Boulevard, Fremont, CA 94538, USA ("**Tesla**", "**we**", "**us**" or "**our**"). If you are located within the within the European Economic Area, your contracting party is Tesla Motors Netherlands B.V., a private limited liability company incorporated under the laws of the Netherlands with registered address at (1101 EN) Burgemeester Stramanweg 122 Amsterdam, The Netherlands ("**Tesla**", "**we**", "**us**" or "**our**"). These Terms apply to the use of our Tesla for Business Account Platform ("**Platform**", or "**T4B Platform**"). The Platform is operated by or on behalf of Tesla, Inc. or any of our successors or assigns.

Tesla will establish Company's Corporate Account that will enable Company to access Tesla's browser-based online platform for Tesla for Business. Once access is provide, you will be required to set up an account to use the Platform. When you set up your account, you agree to be bound by these Terms of Use. Where you have been provided access to the Platform by your employer, you confirm to us that you have the authority to bind your employer as well as yourself to these Terms of Use.

You should read these Terms of Use carefully. To use the Platform you must agree to these Terms of Use. If you do not accept these Terms of Use, you must refrain from using the Platform and should not establish an account on the Platform.

We may modify these Terms of Use at any time, and such modifications shall become effective when we make these available to you when you next access the Platform. If you continue to use the Platform, you will be deemed to have accepted these Terms of Use.

1. Account Administration

1.1 **Company Dashboard and Access to the T4B Platform.** Tesla's contact with Company shall be by way of any individual representative designated by Company as an "administrator" through the Platform ("**Administrator**"). In addition to the Platform features described herein, the Platform will enable Company to (a) view your existing vehicle fleet; (b) create and track new vehicle orders for your fleet; (c) add, assign, and manage new drivers using the Platform; (d) View and modify payment responsibility for supercharging; (e) export activity reports with the Platform dashboard; (f) add and remove Administrators; (g) manage and update financial information on file, and (e) settle outstanding balances on the Corporate Account. Tesla reserves the right to add, remove and update features and functionality of the Platform at any time. Tesla agrees to use commercially reasonable efforts to provide the Platform to Company as set forth herein.

1.2 **Administration.** The Platform is intended for use by employees, or other authorized individuals, of businesses who have the right to access and use the Platform. In order to be able to access the Platform you must register for an account with us. To register for an account you may need to provide your email address, name, title, employer, contact information and such other information as may be requested by us when you set up your account and you will be asked to create a password ("**Login Information**"). You must treat the Login Information as confidential and you must not disclose your Login Information to any person or otherwise allow any person to access the Platform using your Login Information. You are responsible for all activities that occur in your account. You must notify us immediately of any unauthorized use, access to or security breach in connection with your account.

1.3 **Authorized User and Administrator Updates.** It is Company's sole responsibility to keep and maintain an accurate list of current authorized users or Administrators authorized to use the Platform. Tesla may review the current list of authorized users and Administrators, as may be the case, from time to time via the Platform to maintain and support the service and to ensure compliance with these Terms.



1.4 **Restrictions.** You must not access or use this Platform for any purpose that is unlawful or prohibited by these Terms of Use. We reserve the right to disable your account and login and terminate your access to the Platform at any time if in our opinion you have failed to comply with any of the provisions of these Terms of Use, if there is a security threat or if any of your Login Information proves to be false or inaccurate. We will also disable your account or terminate your access to the Platform if we are requested by your employer to do this or have otherwise terminated the relationship with your employer. Unless we have been requested by your employer to disable your account or terminate your access to the Platform, we will inform your employer where we take this action due to your breach of the Terms of Use or misuse of the Platform.

1.5 **Operability.** We cannot guarantee the continuous, uninterrupted or error-free operability of the Platform. There may be times when certain features, parts or content of the Platform, or the entire Platform, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Platform, or any features, parts or content of the Platform.

2. Features of the Platform

2.1 **Fleet Management.** The Platform will allow you to assign or modify driver(s) to a vehicle ("**Driver**"). You will be responsible for uploading information about a Driver and Vehicle and assign a Driver and/or modify that assignment. You understand that if you assign a Driver to, or modify a Driver of, a vehicle, that Driver will be given access to that vehicle e.g. via our mobile app. We don't accept responsibility for any loss or damage, which any person may directly or indirectly suffer if you, for whatever reason, erroneously allocate the wrong Driver to a vehicle. We may change the format, content and functionality of the Platform from time to time.

2.2 **Purchasing Vehicle Features or Services.** From time to time you may be able to purchase certain vehicle features and other services through the Platform ("**Services**"). Any Service descriptions or illustrations on our Platform are published for the sole purpose of giving an approximate idea of the Services described in them. We reserve the right to amend and/or update the specification and/or functionality of the Services at any time.

The applicable charges for the Services are the prices quoted on our Platform at the time of purchase ("**Charges**") and by purchasing Services through the Platform you agree to pay such Charges. Payment for the Services shall be taken from the payment method we have on file for you. Payment terms shall be as set out in the order process or otherwise agreed between us in writing. Where you purchase Services on a subscription basis, you authorise us to take payment of the applicable Charges at the intervals set out during the ordering process. We reserve the right to increase the Charges from time to time upon reasonable notice.

You are responsible for ensuring that each Driver is made aware of the nature and limitations of any Services which you purchase for each vehicle and any other applicable restrictions we notify you of from time to time.

2.3 **What You Are Allowed to Do.** You may only use the Platform for the purpose of managing your Company's fleet and only in accordance with these terms and conditions. You may retrieve and display content from the Platform on a computer screen, print and copy individual pages and store such pages in electronic form. Additional terms may also apply to certain features, parts or content of the Platform and, where they apply, will be displayed on-screen or accessible via a link.

2.4 **Information on the Platform.** The information contained on this Platform is displayed by us on an "as is" basis and you must verify the information made available on the Platform before using and/or amending the information. We do not make any representation or warranty that the information contained on the Platform is reliable, accurate, complete or fit for a particular purpose or that your access to that information will be uninterrupted, timely or secure. Should you be of the opinion that any data on the Platform provided by us is inaccurate, you agree to notify us immediately, so that we may rectify any such inaccuracies. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Platform.



2.5 What you are not allowed to do. Except to the extent expressly set out in these Terms of Use, you are not allowed to:

- store content of the Platform on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Platform;
- remove or change any content of the Platform or attempt to circumvent security or interfere with the proper working of the Platform or the servers on which it is hosted; or
- create links to the Platform from any other website, without our prior written consent.

You must only use the Platform and anything available from the Platform for lawful purposes (complying with all applicable laws and regulations, including any privacy laws, in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates. You specifically confirm to have complied with any disclosure requirements to relevant data subjects in accordance with these privacy laws. All rights granted to you under these Terms of Use will terminate immediately in the event that you are in breach of any of them.

3. Privacy and Data Security

3.1 Role of parties. Each party is an independent controller of the Company Personal Data. Company will provide Company Personal Data to Tesla to facilitate services under the Platform.

3.2 Lawfulness. Company agrees to inform, and have an applicable legal basis to process personal data, and, where necessary, obtain consent from each Platform user: (i) to provide Platform Data to Tesla (ii) for Tesla to provide Company and any designated recipients with detailed information on, and real-time trip status of, the rides charged to Company's Corporate Account, (iii) to receive SMS messages, emails, or automated calls from Tesla, and for Tesla to otherwise contact each Platform user for the purpose of providing the Services or to provide any communications pursuant to the Terms.

3.3 Compliance with Data Protection Laws. Each party shall comply with the obligations applicable to it with respect to the processing of Personal Data. This includes all laws and regulations applicable to the personal data under the Terms, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) (GDPR).

3.4 International Data Transfers. With respect to cross-border data transfers, the parties hereby enter into the Standard Contractual Clauses. The processing operations are deemed to be those described in these Terms. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, Tesla shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate the specific controls described in Article 32(1), (a) to (d) inclusive of the GDPR and including any other controls mandated by applicable data protection laws.

3.5 Safeguards. You must maintain reasonable and appropriate safeguards and other security measures designed to (a) ensure the security and confidentiality of personal data within the Platform; (b) protect personal data against any anticipated threats or hazards to the security and integrity of such information; and (c) protect personal data against any actual or suspected unauthorized processing, loss, use, disclosure or acquisition of or access to such information. Company shall exercise all necessary and appropriate supervision over its relevant personnel to maintain appropriate privacy, confidentiality, and security of Personal Data. You must take your own precautions to ensure that the process, which you employ for accessing this Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system, which arises in connection with your use of this Platform.

3.6 Security of Information. Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information, which you transmit to us is transmitted at your own risk.



3.7 **Privacy Notice.** Use of the personal data submitted to or via our Platform is governed by our Privacy Notice and can be viewed at www.tesla.com/about/legal.

4. General

4.1 **Warranties and Disclaimer.** To the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else, including Drivers, using the Platform or relying on its functionality or content. Neither we nor any of our affiliates accept responsibility for any loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from your use of this Platform or your use of or reliance on information contained on or accessed through this Platform.

Subject to the previous paragraph, our total liability to you arising under or in connection with any Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Charges you paid for such Services in the 12 months preceding the event giving rise to liability.

We cannot and do not guarantee that any content on the Platform will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the content.

This disclaimer set out in these Terms of Use does not attempt or purport to exclude liability arising by law if, and to the extent, such liability cannot be lawfully excluded. In particular, nothing in these Terms of Use purports to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by a person's negligence. You agree that the limitations and exclusions set out in these Terms of Use are reasonable having regard to the relevant circumstances and the use you are permitted to make of the Platform.

4.2 **Indemnity.** You indemnify us and our affiliates, partners, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your Login Information to comply with these Terms of Use.

4.3 **Non-infringement.** The Platform may contain copyright, trademarks or other intellectual property rights ("**Intellectual Property Rights**") owned or licensed by us. Except as expressly set out here, nothing in these Terms of Use give you any rights in respect of any such Intellectual Property Rights and you acknowledge that you do not acquire any ownership rights by accessing and using the Platform. In the event you print off, copy or store pages from the Platform (only as permitted by these Term of Use), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

4.4 **Confidentiality.** Unless we agree otherwise, you are provided with access to this Platform for your use only. Without limiting the foregoing, you may not sell information obtained from this Platform to any third party. These obligations of confidentiality do not apply to any information which is already in the public domain, other than through a breach by you of this obligation, or which is required to be disclosed by law or a regulatory body.

4.5 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the our agreement with you immediately on notice if you fail to pay any amount due under these Terms of Use on the due date for payment or if you commit any other material breach of these Terms of Use.

Where you purchase a Service on a subscription basis, your rights to cancel your subscription will be as set out during the order process.

4.6 **Events outside our control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by any act or event beyond our reasonable control ("**Event Outside Our Control**"). If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms of Use:



- we will contact you as soon as reasonably possible to notify you; and
- our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We resume performance of the Services after the Event Outside Our Control is over.

4.7 **Governing Law.** These Terms of Use are governed by, and to be interpreted according to, the laws of the country in which we are licensed to sell motor vehicles that is nearest to your address. Prior agreements, oral statements, negotiations, communications or representations about the Platform are superseded by these terms of Use. Terms relating to the Platform not expressly contained herein are not binding.