

Tesla for Business Terms of Use

These Terms of Use ("**Terms**") apply to access and use of the Tesla for Business Portal ("**Portal**"). These Terms are entered into by the company identified within the sign-up process ("**Company**" "**you**" or "**your**"), and Tesla, Inc., or if you are located within Europe, Middle East or Africa, Tesla Motors Netherlands B.V. ("**Tesla**", "**we**", "**us**" or "**our**"). Where you have been provided access to the Portal by your employer, you confirm that you have the authority to bind your employer as well as yourself to these Terms.

Account Access. The Portal is intended for use by your employees or authorized individuals ("**Users**"). To access the Portal, we will register an administrator account for you. This administrator account has the ability to add Users. You are responsible for all actions undertaken by Users on the Portal.

Charges. The charges payable are those quoted on the Portal at the time you purchase. The payment terms are provided in the order process unless we agree otherwise. In case of a subscription, we will automatically take payment at the intervals provided during the ordering process. Charges may, on written notice, be increased.

Account Termination. We may suspend access to the Portal or terminate these Terms if you fail to pay any amount due or if you breach these Terms. You may terminate these Terms and access to the Portal by notifying us. On termination or suspension of access all rights granted will terminate immediately.

Restrictions. You and your Users must not access or use this Portal for any purpose that is unlawful or prohibited by these Terms. You must not attempt to circumvent the security or interfere with the proper working of the Portal or the servers on which it is hosted or create links to the Portal from any other website unless agreed with us. We may disable your or a User's account and terminate your or a User's access to the Portal at any time if in our opinion you have failed to comply with these Terms or if there is a security threat.

Availability. We will do our best to provide the Portal to you but we do not guarantee the continuous, uninterrupted or error-free operability of the Portal and there may be times when certain features, content, or the entire Portal, become unavailable or are modified, suspended or withdrawn by us, without notice to you. We will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Portal, or any features or content of the Portal.

Information on the Portal. We will do our best to make sure that any information provided to you on the Portal is correct, but we do not guarantee that the information on the Portal will always be reliable, accurate, complete or fit for a particular purpose. You are responsible for any information you upload to the Portal. We are not responsible for loss suffered as a result of reliance by you upon the accuracy or currency of the information on the Portal.

Disclaimer. We exclude all implied warranties, conditions or other terms and accept no liability for any loss or damage incurred as a result of you or anyone else, using the Portal or relying on its functionality or content.

Limitation of Liability. To the fullest extent permitted by law, we nor any of our affiliates are responsible for any "incidental, special or consequential damages". If we have a dispute, our liability will be capped at 100% of the charges paid by you in the previous 12 months.

Non-infringement. Tesla exclusively owns all patents, trademarks, copyrights, trade secrets and any other intellectual or proprietary rights in the Portal. Nothing in these Terms gives you any rights in respect of Tesla's intellectual property rights.

Confidentiality. You are provided with access to the Portal for your use only and on a confidential basis. You may not disclose any information from the Portal to any third party without our explicit approval.

Privacy Notice & Roles. Use of the personal data submitted to or via our Portal is governed by our Privacy Notice and can be viewed at www.tesla.com/legal/privacy. Each party is an independent controller of any personal data on the Portal and 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).

International Data Transfers. With respect to cross-border data transfers, you agree to enter into the standard contractual clauses ("SCC") with us. The processing operations are deemed to be those described in these Terms. Tesla will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including all controls mandated by applicable data protection laws.

Governing Law. These Terms 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.