

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. You shall be considered the payer by default for any services provided by Tesla to Users, unless set differently through the Portal. Before changing the payor for services, you should ensure all outstanding balances have been paid. If this is not done, services will not be available. Our services may be subject to Pay-per-Use such as Supercharging) and/or monthly subscription (such as Premium Connectivity). We will invoice for each calendar month in which the monthly subscriptions are active and invoices for monthly subscriptions will not be reduced on a pro rata basis based on partial calendar months.

Invoicing. A consolidated monthly invoice for the service charges incurred during the previous month for all fleet vehicles associated with your Portal account, will be available on the Portal from the 1st day of the following calendar month. Each invoice will include an overview together with a full breakdown of the charges incurred and can be downloaded from the Portal. If you have fleet vehicles in more than one country, you will receive an invoice for each country in which charges have been incurred.

Payment. To make payment for any amounts due, you must have (1) an account on the Portal; (2) a valid and authorized payment method (e.g. direct debit (SEPA/DACs, credit card, etc.); and (3) up-to date billing information. Payment will be automatically collected from the payment method selected by you in your account within 10 calendar days of the 1st of the calendar month. It is important to make sure that your chosen payment method has enough funds. Payment will be collected in the currency detailed on the invoice and at the exchange rate taken at the moment of collection.

Suspension and Account Termination. We will notify you if you fail to pay any amount due or if you breach these Terms. If you fail to make the relevant payment by the end of the month in which the invoice was issued, we may suspend access to the Portal and/or the provision of any services for the entire fleet until the outstanding invoice(s) are paid and/or terminate your account. We may also decide to stop offering the fleet-level monthly billing if there are recurring payment delays, your business holds other outstanding debts with Tesla or the financial situation of your business deteriorates. 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 local data privacy laws and regulations applicable to the personal data under the Terms, including applicable laws and regulations of the United States, 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. Tesla is a global business, and we operate internationally. Personal data submitted via our Portal may be transferred to Tesla in the United States and countries other than the place in which the personal data was originally collected. We will only transfer personal data from the European Economic Area, the United Kingdom and Switzerland to the United States or other third countries in accordance with applicable law and have implemented the EU Standard Contractual Clauses (SCC) for the transfer of personal data to third countries to protect them with adequate safeguards.

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.