



Premium Connectivity Terms and Conditions

Scope of Application. These Premium Connectivity Terms and Conditions (“**Premium Connectivity Terms and Conditions**” or “**PC TCs**”) apply to the Premium Connectivity Services (the “**PC Services**”) that are available to many Tesla vehicles through a paid subscription that Tesla Motors Ireland Limited with its registered office in 92 Bracken Road, Sandyford Dublin, 18, Ireland, D18CY92, (“**Tesla**” or “**we**”) concludes with a customer who is a consumer or a business, (“**you**”) via the Tesla app available in the App Store for iOS or on Google Play for Android (“**Tesla App**”) and/or your vehicle touchscreen. Information about the PC Services are available at Tesla’s website.

Order process. You can subscribe to the PC Services from your vehicle touchscreen and/or the Tesla App. If you accept the subscription, a binding subscription agreement (“**Subscription Agreement**”) is concluded. The invoices together with these PC TCs are at all times available for you to review in the Tesla App.

Changes to the PC Services, the Premium Connectivity Terms and Conditions and the price. We can change these PC TCs, change, add or delete the PC Services or the features included therein, and change the prices we charge for the PC Services, at any time unless the change significantly disturbs the contractual balance between the parties. Any change in prices for your PC Services or any material reduction in the features of your PC Services will not take effect until the next monthly period of the PC Services has expired. We will notify you of such change by posting the amended terms on your Tesla Account and/or via e-mail. It is your responsibility to review these PC TCs periodically. If you do not cancel your PC Services prior to the applicable effective date of the changes, your consent to the change shall be deemed given and your PC Services will be modified to reflect the applicable change to prices and/or features charged for your PC Services.

If you are a consumer, we can change the PC Services or the features included therein beyond the degree required to keep the PC Services in conformity only in case there is a valid reason such as (i) technical requirements (such as adaptation to a new technical environment, adaptation to an increased number of users, adaptation due to important operational reasons, further development of the PC Services), (ii) changes in legislation and case law, or (iii) any other equivalent reasons.

Third Party Charges. You are responsible for paying directly to third parties all charges for services furnished by them directly to you that are not expressly covered by your PC Services. These PC TCs shall have no effect on the terms and conditions of any agreement that you have entered into with a third party.

Your Agreement to Pay. You are responsible for paying all amounts due on time and in full. The payment method is **credit or debit card** or **SEPA direct debit**. In line with our general payment terms [Terms | Tesla Ireland](#) (“**General Payment Terms**”), you authorize us to deduct the amount payable in accordance with the respective payment method. Our General Payment Terms apply in addition to these PC TCs. In case of a conflict, these PC TCs take precedence over the General Payment Terms.

We will automatically deduct your monthly payment on the monthly renewal date of the Subscription Agreement unless you cancel your PC Services before the applicable day of renewal. For example, if your subscription start date is on 23.03.2024, then the next billing date is 23.04.2024. If you purchase a subscription on the 29/30/31 of a given month, then the monthly renewal date will automatically be set to the 1st of the following month. For the month of February, this applies accordingly if your subscription purchase date is on the 27/28/29. All charges will be charged in advance of the term to which they apply and will include statutory VAT. We

Premium Connectivity Terms and Conditions (EMEA)

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may terminate or suspend your subscription to the PC Services without notice to you, if your credit or debit card provider refuses a charge from us or if such card has otherwise expired. Even if we terminate or suspend your subscription, you will still be responsible for any charges due at the time of such suspension or termination. The same applies in the event of a refusal of a SEPA direct debit.

Suspension or Termination. We can decide to either suspend or terminate the PC Services without warning, or issue a warning including for network or system maintenance, improvement, or failure or if we suspect your PC Services are being used for any unauthorized or inappropriate purpose, as a result of your breach of these PC TCs or for reasons unrelated to you or your account with us. If suspension or termination of the PC Services occurs for any reason, you acknowledge and agree that you may not be able to access the PC Services. If we elect to terminate your PC Services, you will be entitled to a pro rata refund or credit of the prepaid charges determined on the remaining monthly term of the PC Services.

Cancellation by You. You may cancel the PC Services at any time through your Tesla Account or by contacting our Customer Support team and notifying us that you want to cancel the PC Services. If you cancel, your cancellation of the PC Services will only be effective from the end of the current monthly subscription term. If you are a consumer, this cancellation provision does not affect your right to withdraw from the Subscription Agreement under local laws.

Reactivation of Service. You do not have any right to have your PC Services reactivated, even if you cure any of the issues that resulted in the termination or suspension of your PC Services. It is solely our decision as to whether to allow you to have PC Services again. If we do decide to reactivate your PC Services, we have the right to charge a reactivation fee.

Transfer of Service, Sale of Vehicle, Termination of Lease. The PC Services are not transferrable to any future owner of the Vehicle. You must notify us if you sell or transfer your Vehicle or end its lease. If you fail to notify us, you will remain responsible for all charges for any PC Services incurred in connection with such Vehicle. It is your responsibility to remove all data and content (including any personal information), if any, that you may have stored on your system before you sell or transfer your Vehicle.

Your Responsibility for the Proper Operation of Your Vehicle and Proper Use of the PC Services. You expressly acknowledge and agree that the use of or any reliance upon any information or content available through the PC Services is solely and completely at your own risk. It is your sole responsibility to ensure that you (and/or other occupant or your Vehicle) follow instructions for use of the PC Services and exercise good judgement and obey traffic and all other applicable laws and regulations, when operating your Vehicle, using the equipment and service, and/or evaluating whether the use of any of the PC Services (or the routing and direction of data you receive) is safe and legal under the circumstances.

Your Responsibility for Maintaining Your Vehicle. In order for us to provide the PC Services, your Vehicle must be in good working order and your Vehicle must have a working electrical system and adequate battery power. The PC Services may not work if you try to modify or add any equipment or software in or to your Vehicle that is not expressly authorized by us or is not compatible with the PC Services. You are solely responsible for the proper maintenance of your Vehicle and its systems.

No Commercial Use or Resale of the PC Services. The PC Services, including the messages, data, information, content, or other material provided as part of the PC Services, are provided only for your non-commercial use, and not for re-sale. Certain information you receive through the PC Services belongs to us (or other third parties) and may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You may not (and may not permit or cause any other party to) sell or resell or otherwise use the PC Services or any information provided through the PC Services for commercial purposes, nor may you reproduce, copy, modify, attempt to reverse engineer, make derivative works from or otherwise display or distribute information provided through the PC Services.



Events Beyond Our Control. Various conditions beyond our control may prevent or delay us from providing the PC Services to you, or affect the quality of the PC Services. Some examples are atmospheric, geographic, or topographic conditions (such as tall buildings, hills, or tunnels), damage to or failure to maintain your Vehicle or the equipment in good working order, government laws, rules or regulations, failure, congestion or outages of utility or wireless networks (including interruption of cellular service), war, act of God, natural disaster, inclement weather, and labor strikes. In the event of any of the foregoing, we may, in our discretion, suspend or terminate the PC Services, without notice to you. We are not responsible for delay or failure in providing PC Services due to conditions beyond our control and you are not entitled to credit or refund as a result of any such delay or failure.

In the event of any regulatory, governmental or other legally-compelled changes, or discontinuation or change of necessary telecommunications systems and services (e.g., if our Wireless Service Provider terminates or restricts wireless services of the type used by your Vehicle's equipment), you are solely responsible for replacing, as well as the cost of replacing, any equipment that is necessitated as a result of such change or discontinuation, except that if such change occurs during your Vehicle's base warranty period, while you will still be responsible for the cost of such replacement, we will be responsible for obtaining and providing you with the necessary replacement materials (if applicable).

Disclaimer of Warranties. We do not warrant or guarantee that the PC Services will be available at any specific time or at all times or to any geographic location, or that the PC Services will be provided without interruption, delay or error. Your statutory rights shall remain unaffected. The only warranties applicable to the equipment in your Vehicle are those extended as part of your purchase or lease of your Vehicle. Such warranty does not cover the PC Services, in whole or in part.

Limitation of Liability. Neither we, nor any Tesla entity nor our service partners assume any risk or responsibility for your use of the PC Services, or any of the information or other content provided as part of the PC Services. You acknowledge and agree that neither we, any Tesla entity, nor any of our service partners are liable for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third-party, by buildings, hills, tunnels, network congestion, atmospheric conditions, acts of God or natural disaster or by any other conditions or circumstances out of our control (as further described above in clause "Events Beyond Our Control").

In addition, neither we, nor any Tesla entity nor our service partners are liable (1) for our inability to contact any service partner or other party in any particular situation (including any emergency personnel), (2) for any act or omission of any other company furnishing a part of our PC Services or any equipment provided for such PC Services, (3) for errors or omissions of any vendors, dealers or manufacturers participating in offers made through us, or (4) for any damages that result from or arise out of the use, installation, repair or maintenance by you (or by any person you authorize) of the PC Services, or any product or service provided by or manufactured by third parties.

We shall always be liable irrespective of the type of breach of our obligations arising from the Subscription Agreement, including tort, if the breach of obligations is based on an intent or gross negligence. In case of a breach of material contractual obligations by us, our statutory representatives or vicarious agents, where the fulfilment of such obligations is crucial for the due performance of the Subscription Agreement in the first place and the contractual partners can generally be expected to trust in their fulfilment, we shall be liable for any breach based on negligence, but in case of slight negligence the liability shall be limited, to the typical damage that can be foreseen at the time the Subscription Agreement was concluded. The limitations of liability and exclusions as stated in this clause do not apply (i) to damages resulting from injury to life, limb or health, (ii) in the event of fraudulent concealment of defects, (iii) in the event of liability for claims based on applicable mandatory local product liability laws that cannot be deviated from, (iv) in the event of gross negligence on the part of our organs or executive employees or (v) to the extent we have granted a guarantee as



to quality or durability. To the extent our liability is excluded or limited as stated in this clause, this shall also apply to our employees, representatives and vicarious agents.

You agree that the limitations of liability in these PC TCs will survive even after your PC Services have terminated. These limitations of liability apply to you also in the event you are providing the Vehicle to a third-party. You are liable for damages caused by third-parties whom you grant access to the Vehicle and/or the PC Services (e.g., family members, employees, customers,) to the extent such third party uses the Vehicle and/or the PC Services within the scope of your authorization.

Software. We use software in connection with the PC Services. We own or have rights to all such software and you do not acquire any rights in such software other than the right to use such software as reasonably necessary for you to use the PC Services as permitted in the PC TCs. We may update or modify the software contained in your Vehicle from time to time, and we may do this remotely. These software updates and modifications may affect or erase data that you have previously stored on the equipment in your Vehicle (such as specific route or destination information). We are not responsible for any lost or erased (or otherwise affected) data and you are solely responsible for the data that you may have downloaded, uploaded, transmitted or otherwise stored from, to, on or through the equipment or PC Services.

You understand that software available is dependent on vehicle configuration and geographical region, which may affect your access to the PC Services and/or any of its features.

Severability. Should individual provisions of the PC TCs be or become invalid, this shall not affect the validity of the remaining provisions.

Region Specific Provisions. The Region Specific Provisions included in this Subscription Agreement (if any) apply.



Region Specific Provisions

If you (1) are a consumer; and (2) this Subscription Agreement was entered into by only using means of distance communication (such as via the Tesla App), you may withdraw from the Subscription Agreement subject to the conditions mentioned in the below model instructions on withdrawal.

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform, at Tesla Motors Ireland Limited, 92 Bracken Road, Sandyford, Dublin, 18, Ireland, D18CY92, +353 1 513 4727, EU-customerhappiness@tesla.com, of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.



Expiration of Your Right of Withdrawal. Your right of withdrawal expires if you (1) expressly consented that Tesla will begin performing the PC Services before expiry of the withdrawal period, and (2) acknowledged that you lose your right of withdrawal once Tesla has commenced the performance of the Subscription Agreement.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: Tesla Motors Ireland Limited, 92 Bracken Road, Sandyford, Dublin, 18, Ireland, D18CY92, (EU-customerhappiness@tesla.com)
:

I/We [*] hereby give notice that I/We [*] withdraw from my/our [*] contract of sale of the following goods [*]/for the provision of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate