

## Terms of Service

These Terms of Service (these "Terms") govern your access to and use of the application, website, products, and services (collectively, the "Services"), including, without limitation, to apply for, purchase, and make claims under your insurance policy provided by Tesla Insurance Services, Inc., a California corporation. Please read these Terms carefully before using the Services.

References to "you" in these Terms means you, your duly authorized representatives, and any entity you may represent in connection with your use of the Services. Any reference in these Terms to "Tesla Insurance," "we," "us," or "our" means Tesla Insurance Services, Inc., its subsidiaries, successors, and assignees. Tesla Insurance is an insurance agent licensed and appointed to sell insurance.

Not all of the products or services described on this website are available in all areas of the United States and you may not be eligible for them. We reserve the right to determine eligibility for the purchase of insurance products subject to those limitations imposed by applicable law. By accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy. As permitted by applicable state laws, Tesla Insurance may receive information about you from third party data providers to assist in determining your premium. Such information may include credit or credit-based information, vehicle reports, driving record reports, demographic information, insurance histories, and insurance claims reports. Information obtained from insurance support organizations may be retained by such organizations and disclosed to other persons as permitted by law.

If you do not agree to these Terms or our Privacy Policy, please do not access or otherwise use our Services or any information contained herein. We reserve the right, at our discretion, to modify these Terms from time to time, which modification will be effective upon the posting of the modification to our website and/or mobile application (collectively, our "Digital Services"), and will apply to causes of action arising after the effective date of the change. You should continue to check our Digital Services for changes. Your continued use of our Services following the posting of changes to these Terms constitutes acceptance of those changes. By accessing or using the Services, you confirm that you can form a binding contract with us and you are over the age of 18, as the Services are not intended for children under 18.

If it comes to our attention through reliable means that a registered user is a child under 18 years of age, we will cancel that user's account and/or access to the Services. If you are using the Services on behalf of a corporation (or any legal entity other than using it personally), you represent that you are authorized to enter into an agreement on behalf of that legal entity, and are nevertheless individually bound by these Terms even if we have a separate agreement with such legal entity.

In order to use our Digital Services, you must have access to an Internet connection and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by any mobile application store (e.g., Google Play or the Apple App Store) in connection with our Digital Services. You agree to comply with, and your license to use our mobile application is conditioned upon your compliance with, all applicable third-party terms of use and agreements (e.g., Google Play's or Apple App Store's terms and policies) when using the mobile application.

The headings and captions used in these Terms are inserted for convenience only and will not affect the meaning or interpretation of these Terms. The content on our Digital Services is for convenience and information purposes only. Nothing therein should be construed as rendering tax, legal, investment, or accounting advice. The posting of any prospectus or any other information is not a recommendation or opinion for you to buy or sell any product or participate in any transaction.

## Fraud Statement

Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

## Application License

Subject to these Terms and our policies (including policies made available to you within the Services), we grant you a limited, non-transferable, non-exclusive, and revocable permission to access and use the Services, provided that you: (i) do not copy, distribute or modify any part of the Services without our prior written authorization; (ii) do not send unsolicited or unauthorized advertisements, spam, chain letters, etc.; (iii) do not transmit any content which contains software viruses, or other harmful computer code, files or programs; (iv) do not disrupt servers or networks connected to the Services; and (v) comply with these Terms.

Using the Services does not give you ownership of any intellectual property rights in our Services or the content you access (other than your User Content (defined below)), which shall remain with us and our respective licensors.

## Open-Source Software

Certain software code incorporated into or distributed with the Services may be licensed by third parties under various "open-source" or "public-source" software licenses (collectively, the "Open-Source Software"). Notwithstanding anything to the contrary in these Terms, the Open-Source Software is not licensed under these Terms and instead is separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.

## Tesla Insurance Rights

All right, title, and interest in and to the Services including worldwide intellectual property rights therein, are and will remain the exclusive property of Tesla Insurance and its applicable licensors. We reserve all rights not expressly granted in and to the Services.

## Account Information

In order to access the Services, you will have to create an account. You hereby represent and, except to the extent your insurance policy provides otherwise, warrant that the information you provide to Tesla Insurance upon registration and at all other times, will be true, accurate, current, and complete. Your "Account Information" also includes any information you provide to us during the insurance application or claims process. You also hereby agree that you will ensure that this information is kept accurate and up-to-date at all times.

You further agree that we may call you at the phone number you provided us in your account with reminders, offers and other info, including possibly using automated technology, text and recorded messages. Consent is not a condition of purchase and you may opt out at any time by contacting us or replying "stop" to opt out of text messages.

## Privacy and Passwords

Tesla Insurance values its relationship with you and respects your concerns about privacy. Please review the Tesla Insurance Privacy Policy, as it contains important information relating to your use of the Services.

Some portions of our Digital Services are protected and require a user identification code ("User ID") and password for access. Unauthorized access or use of such portions of our Digital Services is prohibited. You agree that you will notify Tesla Insurance immediately if you believe that a third party has obtained your User ID or password, or if you believe that any unauthorized access or use may occur or has occurred by contacting our Support team. For your protection, if Tesla Insurance believes that any unauthorized access may occur or has occurred, Tesla Insurance may terminate such access without prior notice to you. You also agree that Tesla Insurance is permitted to act upon any instructions

received using your User ID and password and to consider such instructions as authorized by you.

## Credit and Credit Based Information

### Disclosure in accordance with the Insurance Law

If you are a first-time user please read the following disclosure: In connection with this insurance, we may review your credit report or obtain or use a credit-based insurance score, based on information contained in that report. We will not review, or use in determining eligibility or the calculation of your premium, your credit report or obtain or use a credit based insurance score in states where this is prohibited. An insurance score uses information from your credit report to help predict how often you are likely to file claims and how expensive those claims will be. Typical items from a credit report that could affect a score include, but are not limited to, the following: payment history, number of revolving accounts, number of new accounts, the presence of collection accounts, bankruptcies, and foreclosures.

If you used the Services before and you wish to renew your insurance policy please read the following: In connection with your insurance policy, we may have previously used a credit report or obtained or used a credit-based insurance score based on information contained in that report. We may obtain or use credit information provided again, upon renewal of policy. We will not review your credit report or obtain or use a credit-based insurance score in states where this is prohibited. An insurance score uses information from your credit report to help predict how often you are likely to file claims and how expensive those claims will be. Typical items from a credit report that could affect a score include, but are not limited to, the following: payment history, number of revolving accounts, number of new accounts, the presence of collection accounts, bankruptcies and foreclosures.

## Insurance Quotes and Coverages

All quotes generated by Tesla Insurance are based upon the information you provided and are not a contract, binder, or agreement to extend insurance coverage. Any coverage descriptions provided on our Digital Services are general descriptions of available coverages and are not a statement of contract. To obtain coverage you must submit an application to Tesla Insurance whether on our Digital Services or otherwise. All applications are subject to underwriting approval. Coverages and availability may vary by state; and additional minimum coverage limits may be available in your state.

## Digital Insurance Policy Change Management

You agree to allow Tesla, Inc. to send an automated update of your vehicle delivery related information to Tesla Insurance to update your insurance policy related information. This information may include: Vehicle Identification Number (VIN), vehicle details and characteristics, and delivery date of the vehicle. Any change of this information may lead to a change in your costs to insure your vehicle. Tesla Insurance will provide any and all updated policy, coverage, and billing related information to you if a change should occur to your policy based on a change in vehicle or delivery date.

## Vehicle Information and Driving Data

We may obtain and use information about your vehicle as well as driving data obtained from your vehicle, including data generated from hardware (e.g., accelerometers, cameras and sensors) and software installed on Tesla vehicles. This may also include data obtained from event data recording systems from any vehicle, including non-Tesla vehicles. You agree to the collection and processing of detailed vehicle data related to your driving and associated with your vehicle identification number or linked to your Tesla Insurance account. This information is used to price your policy, help you develop safe driving habits, provide you with a personalized Safety Score<sup>1</sup>, improve our products and services, and to help resolve claims that arise under your policy. This may include sharing data back to Tesla, Inc., to facilitate continued enhancements to the vehicle and its safety features.

Examples of vehicle data collected include trip time, mileage, following distance, hard braking, aggressive turning, forward collision warnings, forced autopilot disengagements, and potential/actual safety critical events like accidents or airbag deployments.

Vehicle data may also be used in determining the cause of an automobile incident or accident. This information may be sought by opposing parties in a civil lawsuit or by police when investigating the cause of an accident, or we may be legally obligated to provide such information when required by law. You agree we may analyze your vehicle data to detect whether an accident may have occurred and offer emergency services, roadside assistance, or other similar services. In the event a claim is made under your insurance policy, you agree we may use your vehicle data to assist in resolving the claim. This may include, but is not limited to, validating the circumstances of the accident, such as date and time of loss, location of the crash, potential passenger information, and crash circumstances; making

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<sup>1</sup> Safety Score is an assessment of your driving safety, based on various driving metrics obtained from your Tesla vehicle which measure your driving behaviors and environment.

liability and coverage determinations, and conducting investigations or policy and/or claims fraud and material misrepresentation; and any potential subrogation or litigation involving the claim.

## Claims Submissions

If you elect to report an insurance claim, the information you submit regarding your insurance policy and the loss is subject to review and verification. Tesla Insurance reserves the right to request additional information prior to reaching a decision on the claim. A claim representative may communicate with you regarding your claim. All policy provisions contained in your policy remain in effect. If you have any questions concerning the coverage afforded by your policy, please visit the Tesla Insurance Support page.

## User Content

### General

We may request that you submit content such as text, photos, audiovisual content, and other media content ("User Content") in connection with your use of the Services. By providing User Content to Tesla Insurance, you are granting Tesla Insurance a license to use the User Content in order to make it available through the Services.

### License Grant by You to Tesla Insurance

By uploading User Content, you are granting Tesla Insurance a license to display, perform and distribute your User Content and to modify (for technical purposes), and reproduce such User Content to enable Tesla Insurance to operate the Services. You agree that these rights and licenses are royalty free, worldwide, and irrevocable, and include a right for Tesla Insurance to make such User Content available to, and pass these rights along to, others with whom Tesla Insurance has contractual relationships related to the provision of the Services, solely for the purpose of providing such services and to the extent permitted by law, and to otherwise permit access to or disclose your User Content to third parties if Tesla Insurance determines such access is necessary to comply with its legal obligations.

## Unauthorized Use

Do not misuse the Services. You agree not to use the Services or any aspect or feature thereof for any unlawful purpose or in any way that would harm, damage, or disparage any other party. Without limiting the proceeding sentence, you agree that you will: (i) review and comply with these Terms and the Privacy Policy; (ii) comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements; (iii) provide accurate information to us and update it as necessary; and (iv) act honestly and in good faith.

By using the Services you agree that you will not: (i) create an account for anyone other than a natural person (unless you are a company, organization, legal entity, or a brand and represent that company, organization, legal entity, or brand); (ii) defame, stalk, bully, abuse, threaten, harass, abuse, intimidate, or harm another person or engage in any other predatory behavior, including sending unwelcomed communications to others or inciting others to commit violent acts; (iii) use or attempt to use another's account or create a false identity; (iv) duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found in the Services, except as permitted in these Terms, or as expressly authorized by us; (v) reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof; (vi) utilize or copy information, content, or any data you view on or obtain from the Services to provide any service that is competitive, in our sole discretion, with the Services; (vii) adapt, modify, or create derivative works based on the Services or technology underlying the Services, in whole or part; (viii) rent, lease, loan, trade, or sell/re-sell any information in the Services, in whole or part; (ix) use the communication systems provided by the Services for any commercial solicitation purposes; (x) sell, sponsor, or otherwise monetize any service or functionality in the Services, without our express written consent; (xi) remove any copyright, trademark, or other proprietary rights notices contained in or on the Services (whether ours or our licensors'); (xii) remove, cover, or otherwise obscure any form of advertisement included on the Services; (xiii) collect, harvest, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from the Services (excluding your User Content, and except if the owner of such information has expressly permitted the same); (xiv) share other users' or third party's information or their User Content without their express consent; (xv) infringe or use our brand, logos, or trademarks in any business name, email, or URL except as expressly permitted by us; (xvi) use or launch any manual or automated system or software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl," "cache," or "spider," any web page or other service contained in the Services, or to access the Services in a manner that sends more request messages to our servers in

a given period of time than a human can reasonably produce in the same period by using a conventional web browser; (xvii) use bots or other automated methods to access the Services, add or download contacts, send or redirect messages, or perform other similar activities through the Services; (xviii) access, via automated or manual means or processes, the Services for purposes of monitoring its availability, performance, or functionality for any competitive purpose; (xix) engage in "framing," "mirroring," or otherwise simulating the appearance or function of the website; (xx) attempt to or actually access the Services by any means other than through the interfaces provided by us (this prohibition includes accessing or attempting to access the Services using any third-party service, including software-as-a-service platforms that aggregate access to multiple services); (xxii) engage in any action that directly or indirectly interferes with the proper working of, or places an unreasonable load on, the Services' infrastructure, including, but not limited to, sending unsolicited communications to other users or our personnel, attempting to gain unauthorized access to the Services, or transmitting or activating computer viruses, Trojan horses, worms, time bombs, or any other harmful or deleterious software programs through or on the Services; and/or (xxiii) interfere, disrupt, or game the Services, including, but not limited to, any servers or networks connected to the Services, or the underlying software.

## Notices

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

## Third Parties' Links, Websites, and Services

The Services may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We are not affiliated with those websites, do not endorse them, have no control over those websites, and assume no responsibility and/or liability for the content, privacy policies, or practices of any third-party websites. In addition, we will not and cannot censor or edit the content of any third-party site.

If you access any third party's website, service, or content from the Services, you do so at your own risk. By using the Services, you expressly release us (and our owners, employees, agents, affiliates, and/or licensors) from any and all liability arising from your use of any third-party website, information, materials, products, or services. Accordingly, we encourage you to be aware when you have left the Services and to read the terms and conditions and privacy policy of each other website that you visit.



## Disclosure

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena, or governmental request; (ii) enforce these Terms, including investigation of potential violations of the Terms; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) cooperate with law enforcement authorities; (v) respond to user support requests; or (vi) protect our, our users', or the public's rights, property, or safety.

## Limitation of Liability

The insurance coverage and our performance under your insurance policy are determined solely by the terms, conditions, exclusions, and limitations of your insurance policy and applicable law. Your use of this website is at your own risk. To the extent permitted by law, Tesla Insurance disclaims liability, whether based in contract, tort, negligence, strict liability or otherwise, for damages of any kind (including, but not limited to, direct, indirect, incidental, consequential, special, punitive or exemplary damages) in any way arising from the performance, functionality, operation, or use of this website or the information, services, materials, software, calculators or other items available therein or related thereto, even if Tesla Insurance is expressly advised of the possibility of such damages.

## Disclaimer of Warranties

Any information, services, materials, software, calculators or other items on this website are provided "as is" without any warranty, either expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Tesla Insurance does not warrant that this website will be uninterrupted or error free. Any risk arising out of use or performance of the information, services, materials, software, calculators or other items remains entirely with you.

## Assignment

Tesla Insurance reserves the right, in its sole and absolute discretion, to transfer, assign, sublicense, or pledge in any manner whatsoever, any of its rights and obligations under these Terms to a subsidiary, affiliate, successor thereof, or to any third party whatsoever, without notifying you or receiving your

consent. You shall not transfer, assign, delegate, sublicense, or pledge in any manner whatsoever, any of your rights or obligations under these Terms.

## Indemnity

You agree to defend, indemnify, and hold harmless us, our affiliates, and our and their respective owners, officers, directors, employees, agents, and/or licensors, from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Services; (ii) your violation of these Terms; (iii) your violation of any third party right, including, without limitation, any copyright, property, publicity, or privacy right; including all actions taken under your account. This defense, hold harmless, and indemnification obligation will survive any termination of these Terms and your use of the Services.

## Governing Law and Jurisdiction

These Terms and your use of our Digital Services are governed in all respects by the laws of the State of Delaware, without giving effect to any principles of conflicts of laws. Any dispute concerning our Digital Services or these Terms shall be subject to the exclusive venue of a court of competent jurisdiction in the State of Delaware.

## Information for New York Victims of Domestic Violence

The provisions in New York Insurance Law, section 2612, relate to persons insured by an individual insurance policy issued to policyholders or a group insurance policy. According to this law, insurers who receive a valid order of protection against a policyholder are prohibited for the duration of the order from disclosing to the policyholder the address or telephone number of the insured, or of any person or entity providing covered services to the insured, to the policyholder or another person covered by a group insurance policy. If the insured is a child, this right may be asserted by the child's parent or legal guardian. Furthermore, the insurers may not refuse to issue or renew, deny, or cancel any insurance policy, demand or require a greater premium or payment from any person or designate domestic violence as a prior condition, for which coverage will be denied/reduced solely because a person is or has been a victim of domestic violence. The insurer will accommodate reasonable requests by a person covered by an insurance policy to receive communications of claim related information by alternative means or at alternative locations if the person clearly states that disclosure of the information could

endanger him or her. If the covered person is a child, then the child's parent or legal guardian may make the request. The insurer, without consent of the person making the request, will be prohibited from disclosing to the policyholder or other person the address, telephone number, any other personally identifying information, information regarding a child residing with the covered person, the nature of the health care services provided, or the name or address of the provider of the covered services to the covered person.

The request must include an alternative address, telephone number, and/or other reasonable methods of contact. The request should be made by emailing a copy of the order of protection to the insurer at [insurance\\_support@teslainsuranceservices.com](mailto:insurance_support@teslainsuranceservices.com). In order to revoke a request that has been received and implemented, the requesting person must submit to the insurer a written sworn statement revoking the prior request. For additional assistance, please contact the New York State Domestic and Sexual Violence Hotline. NYS Domestic and Sexual Violence Hotline: (800) 942-6906 Spanish language: (800) 942-6908 In NYC: (800) 621-HOPE (4673) or dial 311 TTY: (866) 604-5350

## Utah Arbitration Disclosure

Any matter in dispute between you and the Company regarding uninsured/underinsured motorist coverage may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

## Minnesota Notice of Possible Cancellation

**THE INSURER MAY ELECT TO CANCEL COVERAGE AT ANY TIME DURING THE FIRST 59 DAYS FOLLOWING ISSUANCE OF THE COVERAGE FOR ANY REASON WHICH IS NOT SPECIFICALLY PROHIBITED BY STATUTE.**

## General

We reserve the right to discontinue or modify any aspect of the Services at any time. These Terms, together with our Privacy Policy and any other legal notices published by us on the Services, shall constitute the entire agreement between us concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

# TESLA | INSURANCE

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