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1. Description of this Site

The Site contains information, written materials, diagrams, and other materials to assist you in the service and repair of Tesla Motors brand vehicles, including the Model S and Roadster (as applicable, the “Information”). Such materials may include diagnostic software, the use of which will be subject to these Terms and a separate End-User License Agreement.

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Tesla reserves the right to terminate access to this Site at any time and without notice.

Tesla also reserves the right to periodically update and/or revise the Information on the Site without notice, and you are solely responsible for monitoring the Site for updated and revised versions of the Information.

3. Governing Law; Dispute Resolution

You acknowledge and agree that if you access and use the Site and Information from a location within the United States all matters relating to your access to or use of the Site and Information will be governed by the substantive laws of the State of California and of the United States generally applicable therein, without regard to any provision of its choice of law rules that would result in a different outcome. In such circumstances you agree to the personal jurisdiction by and venue in the state and federal courts of California and waive any objection to such jurisdiction or venue.

You acknowledge and agree that if you access and use the Site and Information from a location within the European Economic Area or Switzerland all matters relating to your access to or use of the Site and Information will be governed by the substantive laws of the Netherlands, without regard to any provision of its choice of law rules that would result in a different outcome. In such circumstances you agree to the personal jurisdiction by and venue in the Amsterdam courts and waive any objection to such jurisdiction or venue.

In the event of any dispute between you and Tesla arising out of or in connection with your access and/or use of the Site and Information, you agree that we shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either you or Tesla may submit the dispute to mediation. If we cannot resolve the dispute through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

4. Liability

BY USING THIS SITE AND THE INFORMATION, YOU AGREE THAT NEITHER TESLA NOR ANY OTHER PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING EITHER THIS SITE OR THE INFORMATION IS OR SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, EXPENSES OR LIABILITIES OF ANY KIND (INCLUDING LEGAL FEES, EXPERT FEES, OR OTHER DISBURSEMENTS), ARISING FROM OR IN CONNECTION WITH YOUR SUBSCRIPTION, THE AGREEMENT BETWEEN YOU AND TESLA, AND/OR YOUR ACCESS TO OR USE OF THE SITE AND/OR INFORMATION, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF RECOVERY AND EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING INCLUDES, WITHOUT LIMITATION, ANY DAMAGES WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, FROM YOUR ACCESS, USE, IMPLEMENTATION, OR BROWSING OF THIS SITE OR INFORMATION OR FROM YOUR DOWNLOADING OR USE OF ANY INFORMATION OR OTHER MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THIS SITE, INCLUDING BUT NOT LIMITED TO ANY DAMAGES, INJURY, OR LIABILITY OF ANY KIND ARISING FROM OR CAUSED BY ANY VIRUSES, BUGS, HUMAN ACTION OR INACTION, ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS.

FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TESLA'S TOTAL LIABILITY TO YOU IN CONNECTION WITH YOUR SUBSCRIPTION, THE SITE AND THE INFORMATION SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY YOU FOR THE SUBSCRIPTION DURING WHICH THE EVENT GIVING RISE TO LIABILITY OCCURRED.

THE PROVISIONS OF THIS CLAUSE ARE A BARGAINED-FOR CONSIDERATION ESSENTIAL TO YOUR SUBSCRIPTION.

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You agree to indemnify and hold Tesla, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Tesla by any third party due to or arising out of or in connection with your use of the Site or the Information or your failure to comply with these Terms.

6. Registration and Subscription Requirements

You are required to subscribe hereunder by paying a fee for access to and use of the Site and Information. You are also required to register and create a user name and password. Your selection and use of an Account username and password, and any other information required for security access and authentication purposes, are subject to these Terms. You agree not to share your username, password and any security-related information with anyone. You are responsible for all use of your Account and for ensuring that access to and use of your Account comply fully with these Terms. You acknowledge and agree that any use of your Account through your username, password and security information shall be deemed to be your actions which we may rely upon. You are solely responsible for protecting the confidentiality and security of your Account.

If you subscribe and register, you may be required to provide your personally identifiable information, such as your name, address, phone number or email address ("Personal Information"). A copy of Tesla's Privacy Statement is available at <http://www.teslamotors.com/jp/about/privacy>. By subscribing for access to and use of the Site and the Information, you consent to the collection, processing and transfer of your Personal Information by Tesla in accordance with and pursuant to Tesla's Privacy Statement. You further agree that the collection, processing and transfer of your Personal Information as contemplated herein is necessary to the performance of the contract between you and Tesla.

If you subscribe and register hereunder, you agree to provide true, accurate and complete information about yourself as prompted by the online or mobile forms and as requested by Tesla from time to time. If we have reasonable grounds (as determined by us in our sole discretion) to suspect that the Personal Information you provide for registration purposes is untrue, inaccurate or incomplete, we have the right to refuse, with or without notice, any and all current or future requests you make through the Sites and/or to suspend or terminate your Account.

We shall have no liability associated with or arising from your failure to maintain accurate Personal Information in connection with your Account, including, but not limited to, your failure to receive critical information about Tesla, the Information, and/or the Site.

7. Violation of These Terms

Subject to Tesla's Privacy Statement, Tesla may (a) disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site or Information, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Tesla rights or property, or the rights or property of visitors to or users of the Site or Information, including Tesla customers, (b) disclose any information Tesla deems necessary to comply with any applicable law, regulation, legal process or governmental request, and (c) disclose your information when applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Tesla may preserve any transmittal or communication by you with Tesla through the Site or any service offered on or through the Site or Information, and may also disclose such data if required to do so by law or if such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Tesla, its employees, users of the Site or Information, and the public.

You agree that Tesla may, in its sole discretion and without prior notice, terminate your access to the Site and Information and/or block your future access to the Site and Information if we determine that you have violated these Terms or other agreements or guidelines which may be associated with your use of the Site and/or Information. You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Tesla, for which monetary damages would be inadequate, and you consent to Tesla obtaining any injunctive or equitable relief that Tesla deems necessary or appropriate in such circumstances without the necessity of posting bond or proof of action, injury or damage. These remedies are in addition to any other remedies Tesla may have at law or in equity.

You agree that Tesla may, in its sole discretion and without prior notice, terminate your access to the Site and Information, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site, Information or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Tesla does take any legal action against you as a result of your violation of these Terms, Tesla will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Tesla. You agree that Tesla will not be liable to you or to any third party for termination of your access to the Site or Information as a result of any violation of these Terms.

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Tesla values your business and endeavors to provide a helpful and pleasant customer experience. This Site provides access to the Information and certain other content based on a subscription pricing method. Your subscription rights hereunder are conditioned on timely payment of the corresponding subscription fees. If you desire a refund or credit, please note the following Tesla policies apply:

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- Refunds will not be granted after the expiration date of the original paid subscription.

For concerns related to account access or operation, please contact us through the e-mail address for your region as listed on the Site or as separately provided to you in writing.

You agree that you shall be liable for any and all taxes and duties arising out of or in relation to your subscription hereunder and/or your access to or use of the Site or Information, excluding only property, income, and business and occupational taxes (or similar in nature) on Tesla's business activities and employer-related taxes with respect to Tesla personnel.

9. Safety Guidance

The Information and service methods contained herein are an effective method to perform service and repair of the vehicle. When performing operations following procedures contained herein, use the appropriate tools as specified and recommended. If using non-specified or recommended tools and service methods, be sure to confirm your own personal safety practices and the safety of other technicians to avoid the possibility of causing personal injury or death to you or others.

When parts replacements are necessary, always use the same part number or equivalent parts.

Please note that any "Cautions" or "Notices" must be carefully observed in order to reduce risk of personal injury or death during service or repair and to reduce the possibility of improper service or repair causing damage to the vehicle or rendering it unsafe. Because warning of all the possible hazardous consequences that

might result from failure to follow the instructions contained herein would be impossible, the "Cautions" or "Notices" must not be considered exhaustive and all appropriate care should be taken to ensure a safe repair environment.

Certain procedures or content elements may make reference to Tesla Warranty policy or practice - these policies or practices are only applicable to Tesla Service Centers. Non-Tesla service providers have the responsibility to notify their customers of warrantable service and may make no financial claims to Tesla for performing warrantable service.

10. Customer Privacy

Before using the Information and other materials obtained through your subscription to repair a vehicle, you agree to obtain from the vehicle owner(s) (1) express written consent to review, download and transmit to Tesla the telematics data from the vehicle, which includes such owners' Personal Information, and (2) an acknowledgement that Tesla is not responsible for problems resulting from or arising from your use of the Information or other materials obtained through your subscription, and that the owner(s) accept the risk of reduced functionality, damage and inoperability that may arise from use or misuse of the Information or other materials obtained through your subscription. You shall promptly provide a copy of any such consent to Tesla upon demand.

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All Information on the Site is based on the latest product information available at the time of publication. However, specifications and procedures are subject to change without notice. This Site and all Information and other materials contained herein are provided to you "as is" and "AS AVAILABLE", and AT YOUR OWN RISK TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. We disclaim all warranties, whether express or implied or statutory, including without limitation, any implied warranties of title, merchantability, non-infringement and fitness for a particular purpose and all warranties regarding security, currency, correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability with respect to this Site and/or the Information. We expressly disclaim any warranties with respect to any downtime, delays or errors in the transmission or delivery of any information, materials, or services through the Site. To the extent any jurisdiction does not allow the exclusion of certain warranties, some of the above exclusions do not apply.

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The Information may not include all of the necessary items about repair and service.

The Information is provided expressly for the purpose of use by professional automobile technicians who have special techniques and certifications. In cases where non-specialized or uncertified technicians perform repair or service using only the Information, or without proper equipment or tools, that practice may cause severe injury or death to the individual or other individuals and could possibly cause damage or malfunction to the customer's vehicle. Any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from such service or repairs may not be covered by, or may void, the vehicle's limited warranty. In order to prevent dangerous operation and vehicle damages, be sure to follow instructions within the Site and Information. Read instructions and materials contained on this Site and in the Information completely and thoroughly before servicing the vehicle.

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This Site and the Information may contain hypertext links to, or be accessed through, links that are owned and operated by independent third parties. Tesla makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such hypertext link, and any hypertext link to another person or entity shall not in any manner be construed as endorsement by Tesla of such person's or entity's World Wide Web site, products or services. Accessing any off-site pages is at your own risk. We recommend that you review any terms of use statement and privacy policy before using any linked site. You may not link to this Site without Tesla’s express written consent.

14. Warranty-Covered Repairs

Service Bulletins and other publications may refer to procedures covered by a Tesla vehicle warranty. It is recommended that warranty service and repairs are conducted only by authorized Tesla Service Centers or Tesla-certified collision repair centers. You acknowledge, and will notify vehicle owners in writing before proceeding with a repair or service, that Tesla does not guarantee service or repairs performed at a location other than an authorized Tesla Service Center or Tesla-certified collision repair center, that Tesla is not responsible for such service or repairs, and that any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from such service or repairs may not be covered by, or may void, the vehicle's limited warranty.

15. Return or Destruction of Information

Upon expiration or termination of your subscription, you shall promptly return to Tesla or destroy (as directed by Tesla) all copies of the Information within your possession or control and, upon demand, certify in writing to Tesla that you have returned and/or destroyed (as applicable) all such copies.

16. Miscellaneous

You may not use, export or re-export the Information or any copy or adaptation of the Information, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation applicable export laws and regulations of your country. You may not assign, transfer or otherwise convey or delegate any of your rights or duties hereunder or with respect to the subscription to any third party without the prior written consent of Tesla, and any attempt to do so shall be void.

If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect. These Terms constitute the entire agreement between you and Tesla with regard to your use of the Site and Information, and any and all other written or oral agreements or understandings previously existing between you and Tesla with respect to such use are hereby superseded and cancelled. Any terms and conditions on any writing from you that purport to vary or supplement these Terms shall not be effective or binding, and are expressly rejected by Tesla. Tesla will not accept any counter-offers to these Terms, and all such offers are hereby categorically rejected and expressly excluded. Tesla's failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by Tesla of any provision or any right it has to enforce these Terms, nor shall any course of conduct between Tesla and you or any other party be deemed to modify any provision of these Terms. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

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