

## California Transportation Charter-Party Carrier (TCP) Terms of Service

These Terms of Service ("Terms") govern the relationship between Tesla, Inc. and its affiliates (together, "Tesla" or "we" or "our"), and you, in connection with your use of a Tesla transportation charter-party carrier (TCP) vehicle within the state of California. By using a TCP vehicle or the accompanying rideshare mobile application ("App"), either as a requestor or as a non-requesting passenger, each rider is agreeing to these Terms. If you use a TCP vehicle or the App on behalf of an organization, you are agreeing to these Terms on behalf of the organization.

Your use of the TCP vehicle and App is also governed by the applicable terms found on our website. These include but are not limited to the [CA TCP Rider Privacy Notice](#); the [CA TCP Rider Rules](#); and the [CA TCP Service Animal Policy](#).

**Pricing and Fees.** All charges for rides are shown in the App in U.S. dollars, and may include applicable tolls, airport fees, regulatory charges, and similar costs in connection with the ride. Taxes may be included or separately stated, as indicated in the App. Tesla may charge reasonable fees for any damage, litter, or soiling that occurs during your ride. By riding in a TCP vehicle, you authorize us to charge your designated payment method for the applicable fees described above.

**Rider Conduct.** You are fully responsible for your conduct while using a TCP vehicle, and for the conduct of anyone else you allow into the TCP vehicle. When using the TCP vehicle, you agree to act in accordance with Tesla's [CA TCP Rider Rules](#) and any other instructions provided by Tesla from time to time. You must be present for the full length of any ride you request; you may not order a ride for someone else without joining the ride. You must comply with all applicable laws in connection with using the TCP vehicle, including laws requiring the use of seatbelts. If you violate these Terms or the CA TCP Rider Rules, Tesla may suspend or terminate your account and access to the TCP service.

**Minor Guests.** You must be at least 18 years old to request a TCP vehicle or to ride unaccompanied. Minors under the age of 13 are not permitted in a TCP vehicle. A minor between the ages of 13 and 17 may be a passenger in a TCP vehicle that you request, and by permitting one or more such minors to ride as your guest, you represent and warrant that (1) you are, or have obtained consent from, the parent or legal guardian of the minor(s); (2) you will accompany the minor(s) for the entire ride; and (3) you will ensure the minor(s) remains appropriately seated with their seatbelt properly fastened for the duration of the ride. Please refer to your state's laws regarding specific height, age, and weight requirements and recommendations for using child restraint systems (e.g., car and booster seats). Tesla will not be responsible for any claim or loss arising from or relating to a failure to use, or the improper installation or other misuse of, a child restraint system. If there is an accident involving a minor, Tesla may proactively report it to the applicable authorities (whether or not required by law).

**Service Animals.** You may bring a service animal on a ride in a TCP vehicle, in accordance with applicable law and Tesla's [CA TCP Service Animal Policy](#).

**Disclaimers and Limitations.** To the fullest extent permitted by law, the TCP vehicle, App, and any ride are provided "as is" and "as available" without warranties of any kind, either express or implied. Riders may not always be delivered to their intended destinations or may experience inconveniences, interruptions, or discomfort. Tesla may modify or



cancel rides in its discretion, including for example due to weather conditions. The TCP vehicle is not intended to provide transportation services in connection with emergencies, for example emergency transportation to a hospital.

Tesla will not be liable for any indirect, consequential, incidental, special, exemplary, or punitive damages, including lost profits or revenues, lost data, lost time, the costs of procuring substitute transportation services, or other intangible losses arising from or relating to any use of a TCP vehicle or the App. Tesla's total liability for any claim arising from or relating to a TCP vehicle or the App is limited to the greater of the amount paid by you to Tesla for the TCP ride giving rise to the claim, and \$100.

**Tesla's Intellectual Property.** Tesla owns the TCP vehicles and the App, including any and all associated intellectual property rights like trademarks and copyrights. You do not have the right to use Tesla's intellectual property, including marks, without Tesla's written consent. You agree not to attempt to reverse engineer or modify the TCP vehicle or the App.

**User Content.** You may submit or otherwise upload content, including text, photos, videos, or other media (the foregoing, including any intellectual property contained therein, is "User Content") to the App. You own your User Content and you grant to Tesla a royalty free, fully-paid, perpetual, worldwide license to copy, back-up, distribute, display, modify, create derivative works, or otherwise use the User Content, and all intellectual property contained therein, for all lawful purposes, with or without attribution. You represent and warrant that you own the User Content or have the rights necessary to license User Content to Tesla, and to upload it to the App or otherwise submit it to Tesla.

**Software Applications.** The user interface may provide access to third-party software applications that require a login. Tesla makes no representations, warranties or similar commitments to you in connection with any third-party software applications, and your rights and obligations in connection with such applications are as provided in the terms of use for the relevant application. Additionally, it is your sole responsibility to log out of any applications that you access. You may not receive a logout reminder from the TCP vehicle, driver, or App. To protect your privacy and prevent unauthorized use, you agree to log out of any software applications accessed by you or any other rider at the conclusion of your ride. You agree to release Tesla from any claims or losses arising from or relating to your use of, or failure to log out of, software applications in the TCP vehicle.

**Modifications.** Tesla may modify these Terms in our discretion, effective upon posting an updated version on Tesla's website. By using a TCP vehicle or the App after Tesla posts such modifications, you agree to be bound by the revised Terms.

**Questions or Complaints.** If you have questions or concerns regarding the TCP service, a TCP driver, or the App, or these Terms, including to resolve a complaint, please contact Tesla using the App. We are not responsible for any lost, stolen, or damaged personal property left in a TCP vehicle. If you believe that you left a personal item in a TCP vehicle, please complete our Lost & Found form in the App.

California consumers may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.

**Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together “Tesla”), to the extent permitted by law.

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [resolutions@tesla.com](mailto:resolutions@tesla.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. You further agree that any disputes related to the arbitrability of your claims will be decided by the court rather than an arbitrator, notwithstanding AAA rules to the contrary.

To initiate the arbitration, you will pay the filing fee directly to AAA and we will pay all subsequent AAA fees for the arbitration, except you are responsible for your own attorney, expert, and other witness fees and costs unless otherwise provided by law. If you prevail on any claim, we will reimburse you your filing fee. The arbitration will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others using a TCP vehicle or the App. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after accepting this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, primary address, telephone number, email address, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

## California Transportation Charter-Party Carrier (TCP) Rider Rules

### Riders

- You are responsible for complying with these Rules, and for ensuring that any other person you allow in the TCP vehicle complies with these Rules.
- You must be at least 18 to book a TCP vehicle and to ride alone.
- You may not book a ride for another person, and you must remain with your guest(s) for the entire ride.

- You may bring guests between the ages of 13 and 17 with the consent of their parent or legal guardian. Such minors may not ride unaccompanied. Children under the age of 13 are prohibited from riding in a TCP vehicle.
- Your safety is our top priority. All passengers must remain seated with seatbelts properly fastened for the duration of the ride.
- Disabled riders may bring Service Animals. All other animals must stay home.
- Please be courteous and leave the TCP vehicle as you found it. At Tesla's discretion, you may be charged an additional fee for dirtying or damaging the vehicle.
- Riders must behave and interact with the TCP vehicle and TCP drivers, in a respectful and reasonable manner consistent with public safety and decorum.
- Please refrain from distracting the TCP driver so that they can remain focused on the driving task at all times.
- Riders must not discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity or expression, physical or mental disability, medical condition, marital status, age or sexual orientation.

## The Vehicle

- The total number of passengers (excluding the driver) may not exceed three.
- If you or your guest sit in the front seat, please do not touch, tamper with, modify, damage, or physically manipulate the User Interface located in the center console.
- Smoking, vaping, consuming alcohol, and using drugs are not permitted inside a TCP vehicle.
- The TCP vehicle may not be used in connection with the commission of any crime, or to transport weapons or illegal or hazardous materials (e.g., flammable or combustible liquids).
- We may suspend or terminate access to the TCP service if you violate these Rules, including if you disseminate content on a social media platform or similar medium depicting a violation of these Rules or misuse of the TCP service.

## California Transportation Charter-Party Carrier (TCP) Service Animal Policy

Small Service Animals are always welcome to join disabled riders in our TCP vehicles. No other animals are permitted in a TCP vehicle.

### What is a Service Animal?

A "Service Animal" is an animal recognized by state or federal law that is trained to work or perform tasks for an individual with a disability.



## Bringing Your Service Animal on a Ride in a TCP Vehicle

Your Service Animal is not required to wear a tag, vest, or other special identification, and you are not required to provide Tesla with proof that your animal is a Service Animal.

Before beginning a ride, a TCP driver may ask you to confirm that your animal is required because of a disability, and to specify what task(s) the animal is trained to perform.

For your Service Animal's safety, we ask that you properly secure the Service Animal with a leash, tether, harness, crate, carrier, or through other means for the duration of the ride.

## Cleaning Fees

We will not assess fees for hair or shedding, but you may be charged repair or cleaning fees for any damage or mess in the TCP vehicle caused by your Service Animal.

## How to Contact Tesla Regarding a Service Animal Issue

If you experience an issue related to your Service Animal, such as ride cancellation or improper cleaning fees, please report the issue to Tesla via the rideshare mobile application.