

## **Bitcoin Payment Terms & Conditions**

### **General**

These Bitcoin Payment Terms & Conditions (“Bitcoin Terms”) apply to your use of Bitcoin as your selected payment method for eligible Tesla products and services in certain jurisdictions. Please read these Bitcoin Terms carefully. By using Bitcoin as your method of payment, you acknowledge and agree to be bound by these Bitcoin Terms. These Bitcoin Terms apply in addition to the terms and conditions contained in the Order Agreement and Motor Vehicle Purchase Agreement. If there is a conflict between these Bitcoin Terms and the Order Agreement or Motor Vehicle Purchase Agreement with respect to Bitcoin transactions, these Bitcoin Terms apply. If you do not agree with any of the terms and conditions in these Bitcoin Terms, do not select Bitcoin as your payment method.

We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on our acceptance of Bitcoin as a payment method for our products and services at any time without liability to you, in our sole and absolute discretion.

### **Paying with Bitcoin**

#### **Bitcoin as Payment Method**

When prompted during the purchase process, we may, in our sole discretion, allow you to select Bitcoin as the payment method for your purchase of eligible products and services in certain jurisdictions as set forth in our Bitcoin Payment FAQ at [www.tesla.com/support/bitcoin](http://www.tesla.com/support/bitcoin), which may be updated by us from time to time. We may require you to provide us with additional information to allow us to verify your identity when you select Bitcoin as your payment method.

To make a payment in Bitcoin, you need a digital wallet that supports transfers of Bitcoin to external digital wallets, compatible hardware and Internet access. If you decide to make an eligible purchase with Bitcoin, you must select Bitcoin as the payment method for your purchase when we prompt you to select a payment method. We will provide to you a digital wallet address (“Bitcoin Address”) in both alphanumeric and QR code form. This is the payment address location to which you will need to send Bitcoin from your digital wallet. You may copy and paste or manually input the alphanumeric code that we provide to you into the recipient field in your digital wallet software or, if your digital wallet software supports QR codes, scan the QR code that we provide to you using your device to auto-populate the recipient field with the alphanumeric code. PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO CONFIRM AND VERIFY THAT THE ALPHANUMERIC CODE THAT WE PROVIDE TO YOU IS ACCURATELY REFLECTED IN THE RECIPIENT FIELD OF YOUR DIGITAL WALLET SOFTWARE. YOU MUST EXERCISE CARE WHEN INPUTTING THE BITCOIN ADDRESS INTO THE RECIPIENT FIELD BECAUSE BITCOIN TRANSACTIONS CANNOT BE REVERSED. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO ACCURATELY INPUT THE ALPHANUMERIC CODE INTO THE RECIPIENT FIELD.

All products are priced in U.S. Dollars. If you choose to make a payment using Bitcoin, you must pay an amount of Bitcoin that is of equivalent value to the U.S. Dollar purchase price of the product that you purchase. We will provide you with a U.S. Dollar price for the product or service that you are purchasing, as well as a Bitcoin equivalent price (the “Bitcoin Price”). You must initiate the transfer of the Bitcoin Price to us within the time period that we provide to you together with the Bitcoin Price (the “Bitcoin Price Window”). If you do not initiate the transfer of the Bitcoin Price to us within the Bitcoin Price Window, the Bitcoin Price will expire, and we will provide you with a new Bitcoin Price and Bitcoin Price Window upon your request.

You will need to input the Bitcoin Price into the amount field in your digital wallet software to transfer the Bitcoin Price to us. For example, if the payment webpage prompts you to make a payment of \$100 (0.00287508 BTC) to us, you will input 0.00287508 BTC into the amount field of your digital wallet software. PLEASE EXERCISE CARE WHEN INPUTTING THE CORRECT BITCOIN PRICE INTO THE AMOUNT FIELD BECAUSE BITCOIN TRANSACTIONS CANNOT BE REVERSED.

PLEASE UNDERSTAND THAT YOU ARE RESPONSIBLE FOR CONFIRMING THAT YOU INPUT THE CORRECT AMOUNT OF BITCOIN AND THE CORRECT BITCOIN ADDRESS INTO YOUR DIGITAL WALLET SOFTWARE. IF YOU INPUT THE BITCOIN ADDRESS INCORRECTLY, YOUR BITCOIN MAY BE IRRETRIEVABLY LOST OR DESTROYED. IF YOU CHOOSE TO INPUT THE BITCOIN ADDRESS BY SCANNING A QR CODE OR COPY AND PASTING THE ALPHANUMERIC CODE, IT IS YOUR RESPONSIBILITY TO CONFIRM THAT

THE ALPHANUMERIC WALLET ADDRESS THAT WE PROVIDE TO YOU IS IDENTICAL TO THE ALPHANUMERIC WALLET ADDRESS THAT POPULATES IN YOUR DIGITAL WALLET SOFTWARE UPON SCANNING THE QR CODE OR COPYING AND PASTING THE ALPHANUMERIC CODE. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOST BITCOIN OR OTHER DIGITAL ASSET AS A RESULT OF YOU SENDING BITCOIN TO AN INCORRECT WALLET ADDRESS OR SENDING A DIGITAL ASSET THAT IS NOT BITCOIN TO US.

#### **Bitcoin Network Fees**

You are responsible for directly paying all Bitcoin network fees (“Transaction Fees”) associated with the transaction, separate and apart from the Bitcoin Price. If your digital wallet software does not automatically generate a Transaction Fees amount for you, you must calculate the amount of Transaction Fees necessary for the transaction to process on the Bitcoin network. For more details regarding Transaction Fees, please refer to the Bitcoin FAQ at [www.tesla.com/support/bitcoin](http://www.tesla.com/support/bitcoin). The Transaction Fee covers the cost of verifying Bitcoin transactions. We have no control over the Transaction Fee and do not receive any portion of the Transaction Fee.

#### **Payment Support for Bitcoin Only**

Bitcoin is the only digital asset that we accept as payment for our products at this time. You may not make purchases with us using any other digital asset, including Bitcoin fork products, such as Bitcoin Cash and Bitcoin SV. Our Bitcoin digital wallet is not configured to detect or receive digital assets other than Bitcoin.

PLEASE MAKE SURE THAT YOU DO NOT SEND DIGITAL ASSETS OTHER THAN BITCOIN TO US. IF YOU ATTEMPT TO SEND A TYPE OF DIGITAL ASSET TO US THAT IS NOT BITCOIN, SUCH DIGITAL ASSET(S) MIGHT BE IRRETRIEVABLY LOST OR DESTROYED. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOST OR DESTROYED DIGITAL ASSETS.

#### **Transactions Complete Once Confirmed**

Once a Bitcoin transaction is submitted to the Bitcoin network, it will be unconfirmed for a period of time (usually less than one hour, but up to one day or more) until the Bitcoin network reflects such transfer in a certain number of consecutive blocks on the Bitcoin network. Such number will be determined by us in our sole and absolute discretion. We will consider your transaction pending until the Bitcoin network reflects the transaction in such number of consecutive blocks. We will send you an email communication after we have received your payment.

#### **Underpayments and Overpayments**

The price of Bitcoin can be volatile and subject to upward and downward movements. You are responsible for initiating a payment of Bitcoin in the exact Bitcoin Price amount indicated on the payment webpage within the Bitcoin Price Window. Each Bitcoin Price will expire after the Bitcoin Price Window. After the Bitcoin Price expires, you will need to request a new Bitcoin Price and Bitcoin Price Window on the payment webpage and you may be required to restart the payment process. With respect to order fees and/or deposits, if you transmit an amount other than the Bitcoin Price, your order may fail, we may refund your order fee and/or deposit pursuant to these Bitcoin Terms, and you will be required to resubmit the payment to us in the correct amount to allow us to process your order. With respect to final payments: (i) if you transmit less than the Bitcoin Price, we will keep your payment and apply it to the amount due and you will be required to pay the outstanding balance; (ii) if you transmit more than the Bitcoin Price, you will not be entitled to reimbursement of the excess amount.

#### **Bitcoin Payments are Final**

Once you initiate a Bitcoin transaction, the transaction cannot be reversed. This is inherent in the nature of the Bitcoin network; not a policy set by us. YOU ARE RESPONSIBLE FOR VERIFYING THAT YOU HAVE INPUTTED THE CORRECT BITCOIN ADDRESS INTO THE RECIPIENT FIELD AND THE CORRECT BITCOIN PRICE INTO THE AMOUNT FIELD IN YOUR DIGITAL WALLET SOFTWARE.

#### **Bitcoin Network Protocols**

We do not own or control the underlying software protocols that govern the operation of the Bitcoin network. The Bitcoin network protocols are open source, and anyone can use, copy, modify, and distribute them. We are not responsible for operation of the Bitcoin network protocols. The Bitcoin network protocols are subject to sudden changes in operating rules (e.g., forks), and such changes may materially affect the value, function, and/or even the name of Bitcoin. In the event of a

fork, we may, in our reasonable discretion, decide whether or not to suspend or discontinue accepting payments in the form of Bitcoin. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF THE BITCOIN NETWORK PROTOCOL THAT RESULTS IN A FAILED PAYMENT OF BITCOIN TO US OR OTHERWISE INVOLVES YOUR BITCOIN PAYMENT.

### **Security**

Hackers or other malicious groups or organizations may attempt to interfere with the Bitcoin network and/or Bitcoin network transactions in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. You should exercise caution and care when making your payment in Bitcoin. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SECURITY INCIDENT THAT RESULTS IN A FAILED PAYMENT OF BITCOIN TO US OR OTHERWISE INVOLVES YOUR BITCOIN PAYMENT.

### **Law & Regulation**

The legal and regulatory environment surrounding digital assets continues to evolve in the United States and foreign jurisdictions. To the extent you choose to use Bitcoin as a payment method, you are solely responsible for compliance with any applicable laws.

You agree to provide us with information that we request for the purposes of verifying your identity and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. You confirm that all such information is accurate and authentic and agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. For information on how we handle your information, please see Tesla's Privacy Notice at [www.tesla.com/about/legal](http://www.tesla.com/about/legal).

### **Refunds and Buybacks**

If you are entitled to a refund of your payment or to a buyback, we reserve the right to refund to you either the exact Bitcoin Price that you provided to us at the time of purchase or an amount of U.S. Dollars that is equivalent to the U.S. Dollar price of the product that you purchased, at our sole and absolute discretion, taking into consideration operational efficiency. The same applies to all fees and incidental costs to which you are entitled. THE PRICE OF BITCOIN CAN BE VOLATILE AND THE VALUE OF BITCOIN RELATIVE TO U.S. DOLLARS MAY DECREASE OR INCREASE BETWEEN THE TIME THAT YOU MAKE YOUR PURCHASE AND THE TIME THAT WE PROVIDE A REFUND OR BUYBACK. IF WE REFUND YOU IN BITCOIN, THE VALUE OF SUCH AMOUNT OF BITCOIN RELATIVE TO U.S. DOLLARS MIGHT BE SIGNIFICANTLY LESS THAN THE VALUE OF SUCH AMOUNT OF BITCOIN RELATIVE TO U.S. DOLLARS AT THE TIME OF YOUR PURCHASE. IF WE REFUND YOU IN U.S. DOLLARS, THE U.S. DOLLAR AMOUNT THAT WE PROVIDE TO YOU AS A REFUND MIGHT BE SIGNIFICANTLY LESS THAN THE CURRENT U.S. DOLLAR MARKET VALUE OF THE AMOUNT OF BITCOIN IN WHICH YOU MADE YOUR PAYMENT. YOU ASSUME THE RISK OF BITCOIN PRICE DEPRECIATION AND APPRECIATION AND WILL HAVE NO RIGHT TO SELECT THE METHOD OF REFUND. YOU ARE NOT ENTITLED TO RECEIVE ANY APPRECIATION ON THE VALUE OF THE BITCOIN THAT YOU PROVIDED TO US AS PAYMENT IN CONNECTION WITH A REFUND OR BUYBACK.

### **Questions**

For customer service inquiries, please visit our Bitcoin Payment FAQ at [www.tesla.com/support/bitcoin](http://www.tesla.com/support/bitcoin).