User Terms for Connected Vehicle Services

Last Updated: January 1, 2017

These User Terms are between You and General Motors Holdings LLC and its affiliates ("**GM**" or "**us**" or "**we**"), They apply to your use of the connected vehicle services we make available to You from time to time as further defined below (the "**Services**"). THESE USER TERMS ARE LEGALLY BINDING. Capitalized terms are defined in Section 3 below.

Summary of User Terms

When You accept the User Terms during our sign-up process or when You access or use the Services, You agree to the following:

- You will only use the Services when it is safe to do so, and You will only use them in compliance with the law and these User Terms;
- If others use the Services through your user account or Vehicle, You will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;
- We may suspend or discontinue your access to some or all of the Services;
- We may access, modify, or update the software used to deliver the Services or used by your Vehicle systems without additional notice or consent;
    - You will notify us when You want to cancel your Services or when You plan to sell or dispose of your Vehicle;
- We have certain rights to use and share the information or materials You provide us, as defined in these User Terms;
- If You access or use any third party products or services, the terms associated with those third party products or services will also apply, and You will not hold GM responsible for your access or use of

Click here for SMS User Terms

Terms and Conditions of Your OnStar® Service

Effective as of August, 2010

Welcome to **OnStar**. These terms and conditions are the agreement between us. They replace any earlier agreements between us and apply to *all* your **OnStar** service until changed or replaced by new terms and conditions.

You can contact us at any time by calling us at 1-888-4OnStar (1-888-466-7827) or TTY 1-877-248-2080 (email TTY@onstar.com), by pressing the blue OnStar button in your Car and talking to an OnStar Advisor, or by writing us at P.O. Box 1027, Warren, MI 48090-1027.

PLEASE READ THIS AGREEMENT BEFORE USING ANY **OnStar** SERVICE. KEEP A COPY OF IT IN A SAFE PLACE. READ AND KEEP A COPY OF ANY ADDITIONAL **OnStar** DOCUMENTS GIVEN OR SENT TO YOU. ANY **OnStar** DOCUMENTS THAT SAY THEY BECOME PART OF YOUR **OnStar** AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE. THE PRICE AND OTHER TERMS OF YOUR **OnStar** SERVICE PLAN AND ANY **OnStar** HANDS-FREE CALLING PACKAGES YOU PURCHASE BECOME PART OF THIS AGREEMENT.

1. YOUR **OnStar** SERVICE AND EQUIPMENT. Your car, truck, or other vehicle (your "Car") must come with authorized **OnStar Equipment**—the hardware and software used to provide **OnStar** service—for you to receive **OnStar** service. Additionally, you must have an **OnStar Plan** to get **OnStar** service.
   Your **OnStar Plan** describes the charges and features that we will provide to you, as well as optional features and services

2. PAYMENT. If you have a credit or debit card account or similar payment account on file with us, we'll automatically charge it monthly if you have not otherwise pre-paid your subscription. Once you place your payment account on file with us, we may receive automatic updates of that account information from the financial institution for that account in order to keep that payment information current. All **OnStar** service is payable and due in advance. If you do not have such an account on file with us you must provide us with payment monthly (or other payment period offered by us and

chosen by you) in advance. We'll continue to charge the payment account you provided monthly (or you must continue to make payments monthly) until you or we cancel your service as allowed in this agreement, or you choose another payment period offered by us. The price of your **OnStar Plan** may change over time, and we'll use the rates then in effect for the applicable payment period for those charges.

The purchase or lease price of your Car may have included a prepayment for a period of time for a specified **OnStar Plan**. If so, you must arrange for payment to us after this period of time expires. If you have a payment account on file with us, we will automatically start charging you monthly as set out above.

You can add **OnStar Hands-Free Calling** to your **OnStar Plan** (although it isn't available everywhere or on all Cars). **OnStar Hands-Free Calling** allows you to make and receive calls through the **OnStar Equipment.** You'll need to buy a package of minutes in advance to use **OnStar Hands-Free Calling**. A package of **OnStar Hands-Free Calling** minutes may also come with the purchase of your Car. During the term of this agreement you can purchase minutes from us at any time by calling us, visiting www2.onstar.com, or pressing your blue **OnStar** button. We have the right to change prices for packages of **OnStar Hands-Free Calling** minutes at any time and you will be informed of the current price at the time you contact us. You MUST give us a valid credit card number to purchase **OnStar Hands-Free Calling** minutes. Unless prohibited by law, minutes for **OnStar Hands-Free Calling** are non-refundable and are good until your package expires or until your **OnStar Plan** is terminated or cancelled, whichever comes first. If you cancel your **OnStar Plan**, you will lose any unused **OnStar Hands-Free Calling** minutes remaining in your account. We do not provide itemized statements of calls made and received.

3. STARTING YOUR **OnStar** SERVICE. You can only get and use **OnStar** service by accepting this agreement. Subject to local law, you accept this agreement and start your **OnStar** service when you buy or lease a new or used Car that includes **OnStar** service in the purchase price, **OR** when you sign a contract that includes this agreement, **OR** when you speak with an **OnStar** Advisor and register for **OnStar** service, **OR** when you (or someone you authorize to use your Car) use the **OnStar** service or accept any of its benefits (including using a Car with active **OnStar Equipment**). If you do **ANY** one or more of these four things to accept, you're bound by this agreement and any later changes or amendments to it.

4. DURATION OF YOUR **OnStar** SERVICE. Your **OnStar** service starts as set out above and continues without end until you or we cancel the service as allowed in this agreement.

5. ENDING YOUR **OnStar** SERVICE. You can cancel your **OnStar** service at any time. All you have to do is call us or press the blue **OnStar** button in your Car and tell an **OnStar** Advisor you want to cancel service. Unless your **OnStar Plan** specifies otherwise, we will refund to you any whole months and remaining days on your **OnStar Plan** that you have paid in advance, other than any payment that was included in the purchase or lease price of your Car. You won't be entitled to any other refunds for **OnStar** service, **OnStar Equipment** or for **OnStar Hands-Free Calling** minutes. If you cancel service, we have the right to deactivate your **OnStar Equipment** and you may have to pay for any reactivation. You can also call us or press the blue **OnStar** button in your Car at any time to get instructions on how to disable the **OnStar** system in your Car.

6. HOW MUCH YOUR **OnStar** SERVICE COSTS. You can get information on the prices and the services in each **OnStar Plan** and for **OnStar Hands-Free Calling** by going to www2.onstar.com, by calling us, or by pressing the blue **OnStar** button in your Car and asking an **OnStar** Advisor.

7. TRANSFERRING SOME OF YOUR **OnStar** SERVICE. Unless we agree otherwise you can't transfer most of your **OnStar** service to another Car or another person. There are a few exceptions. You may be able to transfer any whole months remaining on your **OnStar Plan** that you have paid in advance, other than any payment that was included in the purchase or lease price of your Car, or any unused **OnStar Hands-Free Calling** minutes to a newly purchased or leased Car, depending on the maker of the car. You'll have to request the transfer prior to cancelling your service, and must meet all **OnStar** requirements for service with the new Car.

8. REACTIVATING OR CHANGING YOUR **OnStar** SERVICE. We'll only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate, or transfer your **OnStar** service. If we do any of these things, you agree to pay any charges associated with these requests.

9. CHANGES TO YOUR **OnStar** AGREEMENT. We can change the terms of this agreement, change the prices we charge you for **OnStar** services, or change, add, or delete any **OnStar** service, at any time, by giving you 30 days notice (or a longer period if required by law). If any such change for which we provide notice materially affects your rights under this agreement, or materially changes your service, or results in higher costs charged you by **OnStar**, YOU MAY EITHER CANCEL YOUR **OnStar** AGREEMENT OR AGREE TO THE CHANGE. IF YOU DON'T CANCEL YOUR **OnStar** AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE NOTICE, YOU'RE AGREEING TO THE CHANGE AND IT BECOMES PART OF THIS AGREEMENT BETWEEN US. You can get an updated copy of this agreement, including all of its current terms and conditions, online at www2.onstar.com, by calling us at **1-888-4OnStar** (1-888-466-7827) or TTY 1-877-248-2080 (the call is toll-free in the United States and Canada), or by pressing the blue **OnStar** button in your Car and asking an **OnStar** Advisor.

10. USAGE LIMITS. We may place usage limits or create tiered pricing plans for any **OnStar** service. If we place usage limits or provide tiered pricing plans for any **OnStar** service, and you then use such service more than allowed by the limit or tiered plan amount, we will charge you at our then current rates for your usage in excess of the limit or tiered plan amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.

11. HOW YOUR **OnStar** SERVICE WORKS AND SYSTEM LIMITATIONS. **OnStar** service is only available in the continental United States, Alaska, Hawaii, and Canada. **OnStar** service works using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL **OnStar** SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service.

    OnStar service can't work unless your Car is in a place where we have an agreement with a wireless Service Provider for service in that area. **OnStar** service also can't work unless you're in a place where the wireless Service Provider we've hired for that area has coverage, network capacity, and reception when the service is needed, and technology that's compatible with the **OnStar** service. **OnStar** service that involves location information about your Car can't work unless GPS satellite signals are unobstructed, available in that place and compatible with the **OnStar** hardware as well.

    All **OnStar** equipped Cars have automatic air bag deployment response that can alert **OnStar** in a crash where the airbags deploy. Some Cars are equipped with additional crash sensors that can automatically alert **OnStar** even in

crashes where the airbags do not deploy. YOUR CAR HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE **OnStar Equipment** TO OPERATE. You may need to increase the volume of your radio to hear the **OnStar** system or Advisor. **OnStar** service may not work if your **OnStar Equipment** or TTY equipment**,** if applicable**,** isn't properly installed (by someone we've authorized) or you haven't maintained it and your Car in good working order and in compliance with all government regulations. If you try to add, connect or modify any equipment or software in your Car (such as plugging devices into the vehicle electrical system or diagnostic port, or modifying the **OnStar Equipment)**, the **OnStar** service may not work and we can terminate your **OnStar** service. Your **OnStar Equipment** needs to be compatible with the **OnStar** service and the wireless service and technology provided by our wireless Service Provider, too. This wireless service and technology is subject to change.

There are other problems we can't control that may prevent us from providing **OnStar** service to you at any particular time or place, or that may impair the quality of the **OnStar** service. Some examples are hills, tall buildings, tunnels, weather, electrical system design and architecture of your Car, damage to important parts of your Car in an accident, or wireless phone network congestion or jamming. **OnStar** is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, **OnStar** is not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

The routing data that we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. Therefore, you should use good judgment, obey traffic and roadway laws and instructions and evaluate whether following the system's directions is safe and legal for the current conditions.

12. SERVICE PROVIDERS. **OnStar** works with many different companies, individuals and government entities to provide you with **OnStar** service and **OnStar Equipment**. In this agreement, "Service Provider" means any person, company, or entity who provides any service, equipment, or facilities in connection with **OnStar** service or **OnStar Equipment**, including, but not limited to, wireless service providers, suppliers, licensors, public safety answering points, emergency responders and service providers (such as police, fire and ambulance), towing companies, car makers, distributors and dealers.

13. **OnStar** ADVISORS CONNECT YOU TO OTHER Service Providers. Our **OnStar** Advisors link you or your Car to other Service Providers such as the police, fire department, or ambulance service. We'll use reasonable efforts to contact appropriate Service Providers for help as required by the situation or when the **OnStar** system in your Car signals for it, but we can't promise that any Service Providers will respond in a timely manner or at all. The laws in some places require an emergency situation to be confirmed before emergency Service Providers will provide service. **OnStar** will not contact emergency Service Providers in these locations in response to an emergency button press if we cannot hear your request for assistance or otherwise confirm that an emergency exists (unless you have registered with **OnStar** as a TTY user). **OnStar** also may not contact emergency Service Providers in any location in response to emergency button presses from rental cars, cars that are moving, and cars located in certain locations such as car dealerships, rental car companies, car washes or your address if we cannot hear your request for assistance. We will assume an emergency exists if the **OnStar** call center receives a crash alert from your Car.

14. CAUTIONS ABOUT SOFTWARE. **OnStar** service involves software that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data such as destinations or **OnStar Hands-Free Calling** name tags you've stored on the **OnStar Equipment** in your Car. We aren't responsible for lost data. You do not own the **OnStar** software or acquire any rights to use or modify the **OnStar** software on your own. Your Car systems also involve software that your car maker may need to change from time to time. You agree that we may assist them to do this remotely without your consent.

15. CAUTIONS ABOUT VOICE RECOGNITION. Some **OnStar** service involves voice recognition software. It can recognize many voices, accents, speech patterns and words, but not all. We can't promise it will work with your voice.

16. SOME OTHER DETAILS ABOUT **OnStar Hands-Free Calling**. For **OnStar Hands-Free Calling** to work, you must have a current **OnStar Plan** and your Car must have **OnStar Equipment that is capable of OnStar Hands-Free Calling**. You also have to be in an area where **OnStar Hands-Free Calling** is available. Most calls using **OnStar Hands-Free Calling** will reduce your package of minutes. This includes calls to toll free numbers. Calls to 9-1-1 do not reduce your package of minutes and can be made in some situations even if no minutes remain. UNLESS OTHERWISE PROHIBITED BY LAW, THIS REDUCTION BEGINS WHEN YOU PLACE A CALL (AFTER YOU DIAL) OR RECEIVE A CALL, AND STOPS SHORTLY AFTER THE CALL ENDS. MINUTES ARE USED EVEN FOR CALLS THAT FAIL TO CONNECT (FOR EXAMPLE, CALLS THAT RING UNANSWERED OR THAT REACH A BUSY SIGNAL) AND THAT LAST MORE THAN 35 SECONDS. WE ROUND TIME UP TO THE NEXT FULL MINUTE, SO, FOR EXAMPLE, A CALL THAT LASTS FOR 1 MINUTE AND 15 SECONDS WILL REDUCE YOUR PACKAGE OF MINUTES BY 2 MINUTES**.** Calls may be made to the United States and Canada only. We block calls to some phone numbers such as numbers beginning with 900 and 976. If the **OnStar Hands-Free Calling** system in your Car has been enabled and you are in an area that allows calls, your **OnStar** system is capable of calling 9-1-1 if the public safety answering point in your location is capable of receiving such calls.

17. COMBINED PLAN WITH A HANDHELD PHONE (if available). **OnStar's** wireless Service Providers may offer a combined plan that lets you make and receive calls from your handheld wireless phone and from the **OnStar Equipment** in your Car using one package of minutes. If you choose such a plan, you'll have a separate agreement with one of our wireless Service Providers and will be billed separately by it. If you breach that agreement, your **OnStar** service may be terminated or interrupted. To take part in a combined plan, your handheld wireless phone service needs to be provided by one of our wireless Service Providers, and you'll also need an active **OnStar Plan**. Some features of your handheld wireless phone, such as its roaming indicator, may operate differently with combined service than they would otherwise. You will not be able to use **OnStar Hands-Free Calling** (using minutes you purchase in advance from us), **Virtual Advisor** or **OnStar eNav** if you select a combined plan. Combined plans aren't available for all **OnStar Equipment**, either.

18. WHAT IF YOUR CAR IS STOLEN? If your Car is stolen, we can try to locate it. Before we try to locate it, you'll need to provide satisfactory identification, and the police must be treating the Car as stolen. Generally, we will only provide location information about stolen Cars to the police; however, in cases of crises or emergencies, we may, in our own judgment, provide you with information about the general area of your Car without police involvement. **OnStar** may be

notified by an early warning system that your Car may have been stolen and, in some cases, you may also be notified by **OnStar**. We don't have to continue to try to locate your Car after 48 hours from the time you first report it stolen, and we can't guarantee that we'll find it. We also aren't required to try to find your Car for the purpose of locating someone.

Your Car may have **Stolen Vehicle Slowdown** capability that enables **OnStar** to slow down your stolen Car remotely and/or the capability that enables **OnStar** to stop your Car from starting to assist law enforcement in its recovery. **OnStar** may also slow down your Car or stop your Car from starting if required to comply with legal requirements, including valid court orders in criminal investigations and to protect the safety of you or others.

If you don't want **Stolen Vehicle Slowdown** capability on your Car, you must contact **OnStar** by pressing the blue **OnStar** button in your Car and request that this capability be disabled. If you choose to disable this capability, it will not be available under any circumstances and can only be re-enabled at an authorized car dealership at your expense.

19. WHAT IF YOU NEED US TO UNLOCK YOUR DOORS? We can often unlock your Car doors remotely if you're locked out. You'll need to call us and provide satisfactory identification before we can attempt to send a signal to unlock your Car doors. We'll provide assistance to anyone who can provide us your Personal Identification Number or other satisfactory identification of your account. If we can't unlock your doors remotely, we can contact roadside assistance or emergency Service Providers to help you.

20. YOUR RESPONSIBILITY FOR **OnStar** SERVICE. It's your responsibility to make sure your Car and your **OnStar Equipment,** including **TTY equipment,** are working. You can always press the blue **OnStar** button to confirm that your **OnStar Equipment** is active. If the light to the right of the **OnStar** buttons is red or off, this means that your system is not functioning properly or is inactive, and should be checked by a dealer. It's also your responsibility to register with us before you begin using **OnStar** service. Your car dealer may do this for you, or you can register by calling us, or by pressing the blue **OnStar** button in your Car and speaking with an **OnStar** Advisor. Even if your **OnStar Equipment** is activated and working, some **OnStar** services (such as remote door unlock or help with locating a stolen Car) may not be available until you register. You'll need to provide us with satisfactory identification before we'll provide some **OnStar** services. You will also need to provide us with an email address before we can provide you with certain services such as **OnStar Vehicle Diagnostics**. The **OnStar Equipment** in your Car may be active before you buy or lease your Car or press the blue **OnStar** button to begin using the service. In that case, we may provide you with **OnStar** services and create an account with personal information about you that we get from the maker of your Car, unless you call us or press the blue **OnStar** button in your Car and tell an **OnStar** Advisor that you want to cancel service.

    You promise to use **OnStar** emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use any **OnStar** service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you won't abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Service Providers. If you do any of these things, you agree you'll be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

21. YOUR RESPONSIBILITY FOR INFORMATION RECEIVED THROUGH YOUR **OnStar** SERVICE. Certain information you receive through your **OnStar** service belongs to us or third parties who provide it through us. This information may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through **OnStar** except as expressly authorized by us. You can't resell any of it or use it for commercial purposes. You can't copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

22. YOUR RESPONSIBILITY TO PAY FOR YOUR **OnStar** SERVICE. Depending on the service you choose, you'll have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full. If you start or stop your service in the middle of a billing period, we'll prorate the amounts owed or to be refunded to you, if applicable. You're responsible for paying directly to others (such as emergency Service Providers) all charges for services furnished by them that aren't expressly covered by your **OnStar Plan**.

23. ADDITIONAL PAYMENT DETAILS. If you pay with a check, and it's returned to us unpaid (that is, it bounces), we can charge you a fee of up to $25 (or as allowed by law). If your credit or debit card provider refuses a charge, or a check bounces, we can also terminate or suspend your service resulting in deactivation of the **OnStar** Equipment and Service in your Car. We won't recognize any restrictive language you try to include on checks such as "payment in full." We refund credit balances of less than one dollar only upon request.

24. YOUR RESPONSIBILITY TO TELL US RIGHT AWAY ABOUT DISPUTED CHARGES. If you object to any fees or charges for services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), OR YOU'RE WAIVING THE DISPUTE.

25. YOUR RESPONSIBILITY TO PAY FOR TAXES AND GOVERNMENT FEES. You promise to pay all federal, state and local taxes, and other fees and service charges that we're required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

26. YOUR RESPONSIBILITY TO PAY FOR SERVICE CHARGES. You promise to pay all applicable fees and service charges, which include, but are not limited to: Federal Universal Service Fee, various federal, state or provincial regulatory fees, administrative charges, gross receipt charges, and charges for the costs we incur in complying with governmental programs, directly or indirectly. They are rates that we choose to collect from you and are kept by us in whole or in part. The number and type of service charges may vary depending upon the location of your primary billing address and can change over time without advance notice.

27. YOUR RESPONSIBILITY FOR OTHERS WHO USE **OnStar** SERVICE IN YOUR CAR OR WITH YOUR PERSONAL IDENTIFICATION NUMBER. YOU'RE SOLELY RESPONSIBLE FOR ANY USE OF YOUR CAR OR THE **OnStar** SERVICE, EVEN IF YOU LATER CLAIM THE USE OR **OnStar** SERVICE WASN'T AUTHORIZED BY YOU. YOU'RE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR CAR, THROUGH **OnStar**. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Car. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Personal Identification Number or other information that can be used to identify your account to request services for your Car. If you or a driver of your Car uses the **OnStar** system to commit a crime or for another improper purpose, or in violation of this agreement, you agree that YOU WILL BE RESPONSIBLE FOR ANY CLAIMS MADE AGAINST **OnStar** AND FOR ANY COSTS, DIRECT OR INDIRECT, INCURRED BY **OnStar** ARISING OUT OF OR RELATED IN ANY WAY TO THAT CRIME, ACT, OR BREACH OF THIS AGREEMENT. YOU AGREE TO PAY **OnStar** IMMEDIATELY UPON DEMAND ALL SUCH AMOUNTS.

28. YOUR RESPONSIBILITY FOR ALL TRANSACTIONS AND COMMUNICATIONS USING **OnStar** SERVICE. Any transaction with anyone but us that you carry out using **OnStar** service, and any use that you make of any information received from or through any **OnStar** service, is entirely your responsibility. You act at your own risk.

29. OUR RIGHT TO TERMINATE OR SUSPEND YOUR **OnS**tar SERVICE. We may terminate your **OnStar** service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the **OnStar** service to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we'll refund any amounts you have paid in advance, other than any payment that was included in the purchase or lease price of your Car, and any unused **OnStar Hands-Free Calling** minutes but not for **OnStar Equipment**. Also, we may terminate your Service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, don't pay amounts that are due to us or one of our Service Providers, interfere with our efforts to provide service, interfere with our business, or if your **OnStar** service or wireless phone number is used for illegal or improper purposes. You don't have any right to have **OnStar** service reactivated, even if you cure any of these problems. Whether to allow you to have service again will be entirely up to us. We can suspend your **OnStar** service for any reason we could terminate it. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

30. TRANSFERRING PHONE NUMBERS FROM YOUR **OnStar Equipment**. You may take, or "port" a wireless phone number assigned to your **OnStar Equipment** and used for **OnStar Hands-Free Calling** to another service provider. If you request a new wireless service provider to port a wireless phone number *from* us, and we receive your request from that new wireless Service Provider, then we may not be able to provide you with **OnStar** service (including **OnStar Hands-Free Calling**) after completion of the porting process. You may also have to take your Car to a dealer to have your **OnStar Equipment** reconfigured. This may result in **OnStar** and/or the dealer charging you additional fees. You're responsible for any fees charged by the other wireless service provider, too. You may be able to transfer a wireless phone number issued by us from one **OnStar**-equipped vehicle to another **OnStar**-equipped vehicle that you have purchased or leased so long as you request the transfer prior to cancelling your service.

31. YOU DON'T HAVE ANY OTHER RIGHTS IN YOUR **OnStar** NUMBERS. You don't have any rights to any identifying number (such as a Personal Identification Number) that you use with **OnStar** service or to any wireless phone number (such as the right to choose a number), except for any right you may have to port it. We'll tell you if we decide to change or reassign them. A wireless phone number we assign for **OnStar Hands-Free Calling** may not be in your local area code. We aren't responsible to you for any theft of your number or numbers.

32. WHAT IF YOU BUY, LEASE OR SELL AN **OnStar**-EQUIPPED CAR? If you buy or lease a pre-owned **OnStar**-Equipped Car, you promise to contact us to create an account. If you do not contact us, **OnStar** may continue to send **OnStar Vehicle Diagnostic** reports or other information about the Car or the **OnStar** account to the billing or email address currently on file with **OnStar**. Further, you promise to notify us if you sell your Car or end its lease. If you sell or transfer your Car and don't notify us, you'll remain responsible for all charges for any **OnStar** service or any related handheld phone. It is your responsibility to clear all **OnStar Hands-Free Calling** name tags and destination name tags that you store on your **OnStar** system before you sell or transfer your Car. **OnStar** is not responsible for any privacy related damages you may suffer if you fail to notify us of your purchase, lease or sale of an **OnStar**-Equipped Car.

33. YOUR PRIVACY. Some of our key privacy practices are outlined in this section. For a complete description of our privacy practices, please refer to our Privacy Statement. We may update our Privacy Statement on the first day of a calendar quarter to reflect new services or changes to our business and will include the date of the last revision. We advise you to check for changes to the Privacy Statement periodically. You can access the current statement at www2.onstar.com or you can contact us to request a copy.

    You acknowledge that it is your responsibility to advise all occupants of your Car (including other drivers) how information about them may be collected, used, and disclosed by **OnStar**.

    We may collect information about you and your Car in several different ways: from what you, your car dealer and car maker provide to us; from your use of the **OnStar** Services; from calls or emails between us; from **OnStar** web pages you visit; from our wireless Service Providers; from your satellite radio provider; from third party data providers; and from your Car itself when your **OnStar** Equipment is active.

    The information we may get about you includes your contact and billing information (including your credit card number); vehicle purchase information, registration information and information that helps us customize our services.

    The information we may get from your Car includes things such as: data about its operation; data about your use of the **OnStar** Services; the location of your Car; data about accidents involving your Car, including safety belt usage; and information about your use of the Car and its features. We may also approximate the speed of your Car based on GPS data to support a limited number of **OnStar** Services, such as Stolen Vehicle Assistance services, as further described in our Privacy Statement. We may collect information from your Car on a periodic or regular basis.

    You agree that we can, subject to applicable law, use this information to: provide **OnStar** Services; manage your account or **OnStar** Services; conduct analysis and research; comply with legal requirements; prevent fraud or misuse of the OnStar service; protect our rights or property or the safety of you or others; send you important Car or **OnStar** Service related messages through the **OnStar** system in your Car; and offer you new or additional products or services.

    You also agree that we can, subject to applicable law, share information about you and your Car with: 1) our Service Providers; and 2) the maker of your Car, its subsidiaries and affiliates; your Car dealer, our wireless Service Providers and your satellite radio provider for their business purposes. We may also share this information with others as may be required by law, or to protect our rights or property or the safety of you or others. We may also share information about fleet cars with fleet companies and information about rental cars with rental companies.

    ONSTAR WILL NOT OTHERWISE DISCLOSE, SELL, OR RENT INFORMATION SPECIFIC TO YOU OR YOUR CAR TO THIRD PARTIES FOR THEIR INDEPENDENT USE WITHOUT YOUR CONSENT.

    Because **OnStar** provides service through wireless networks, we can't promise that your communications won't be intercepted by others. You agree we won't be liable for any damages for any loss of privacy occurring in communication over such networks.

34. YOUR INTERACTIONS WITH **OnStar** ADVISORS. We may record and monitor conversations between you and our Advisors, emergency Service Providers, the police, or third parties. Please note that our **OnStar** Advisors remain on the line if they conference in a third party to assist in completing a service request. We may also randomly monitor your

interactions with **OnStar**'s automated services for quality improvement purposes. **OnStar** is not required to release any audio or physical records that are created as part of the **OnStar** service without a subpoena (unless otherwise required by law).

35. NO WARRANTIES ON EQUIPMENT, INFORMATION, OR SERVICES. Warranties are special kinds of promises. WE DON'T MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT **OnStar Equipment** or any other equipment used with **OnStar** service. You may have a warranty on **OnStar Equipment** or other equipment from the maker of your Car, but not from us. In addition, **OnStar** cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE, NOR ANY OF OUR Service Providers, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT **OnStar** SERVICE OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT. THIS MEANS, AMONG OTHER THINGS, NO WARRANTIES OF CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.

36. LIMITATIONS OF LIABILITY. YOU AND **OnStar** ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS:

    First, WE AREN'T LIABLE FOR THE ACTIONS OR INACTIONS OF ANY Service Provider WE CONTACT FOR YOU OR YOUR CAR, OR FOR OUR INABILITY TO CONTACT ANY Service Provider IN ANY PARTICULAR SITUATION.

    Second, WE AREN'T LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF **OnStar Equipment** OR **OnStar** SERVICE, including but not limited to injuries to persons or property arising out of use of **Stolen Vehicle Slowdown, Remote Ignition Block or Pre-Arrival Instructions (**EMD-Emergency Medical Dispatch**)** capability OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF **OnStar Equipment**.

    Third, OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE SERVICES RELATING TO THE PERIOD OF SERVICE DURING WHICH SUCH DAMAGES OCCUR.

    Fourth, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOUR MAXIMUM LIABILITY TO US UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US.

    Fifth, NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. YOU CANNOT RECOVER THESE TYPES OF DAMAGES OR FEES FROM ANY Service Provider, EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

    Sixth, WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 24 HOURS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. NO ONE IS LIABLE TO YOU 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, WEATHER, OR ANY OTHER THINGS WE OR OUR Service Providers DON'T CONTROL.

    Seventh, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US OR ANY Service Provider CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF US OR OUR Service Providers.

    Eighth, if another wireless service provider is involved in any problem (for example, because of roaming), you also agree to any limitations of liability that it imposes on its customers.

    Ninth, YOU AGREE THAT NEITHER WE NOR ANY Service Provider WHO SENDS YOU DATA OR INFORMATION THROUGH **OnStar** IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION.

    Tenth, unless you have a contract with one of our wireless Service Providers for a combined plan for a handheld wireless phone and your **OnStar Equipment**, YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY OF OUR WIRELESS SERVICE PROVIDERS AND AREN'T A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND ANY OF OUR WIRELESS SERVICE PROVIDERS. Unless you have a separate contract with them, NONE OF OUR WIRELESS SERVICE PROVIDERS HAS ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. YOU WAIVE ANY AND ALL CLAIMS OR DEMANDS FOR SUCH LIABILITY.

    Finally, you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using your Car, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your **OnStar** service or **OnStar Equipment**.

    NOTE: Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

37. YOUR RESPONSIBILITY FOR INSURANCE. The service **OnStar** provides is intended as a convenience. The payments you make for that service aren't related to the value of your Car or any property in it, or the cost of any injury to or damages suffered by you. We aren't an insurance company. You promise you'll obtain and maintain appropriate insurance covering personal injury to you and others, covering loss of or damage to your property or the property of others, and other risks arising when you use any **OnStar** service. FOR YOURSELF AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE **OnStar** AND ITS Service Providers, THEIR PARENTS, AFFILIATES, AND SUBSIDIARIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST **OnStar** OR ITS Service Providers.

38. YOUR RESPONSIBIILTY FOR PAYMENT IN SOME CIRCUMSTANCES. In order to get **OnStar** service, YOU AGREE THAT YOU'LL BE RESPONSIBLE FOR ANY AMOUNT ANYONE ELSE CLAIMS FROM US (OR OUR Service Providers, THEIR OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS) PLUS ANY EXPENSES, RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, YOUR EMPLOYEES, OR THIRD PARTIES, EVEN IF DUE TO THE SOLE NEGLIGENCE OF ANY OF THE Service Providers; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH **OnStar** SERVICE; (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; or (4) THE USE, FAILURE TO USE, OR INABILITY TO USE **OnStar** SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE Service Providers.

    In addition, if you've authorized **OnStar** to charge amounts due against your credit or debit card account or other similar account by giving us a card or account number, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT OR DEBIT CARD ACCOUNT OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

39. HOW WE'LL RESOLVE DISPUTES BETWEEN US. If you and we have a disagreement related to **OnStar** service, we'll try to resolve it by talking with each other. If we can't resolve it that way, **WE BOTH AGREE**, **TO THE FULLEST EXTENT PERMITTED BY LAW, TO USE CONFIDENTIAL ARBITRATION, NOT LAWSUITS** (except for small claims court cases) **TO RESOLVE THE DISPUTE.** Of course, either of us can always contact a government agency or regulatory authority for help, too. Here's how private arbitration will work:

    THE FEDERAL ARBITRATION ACT WILL APPLY. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR SERVICE WITH US OR ANY OF OUR AFFILIATES, PREDECESSORS IN INTEREST, OR SERVICE PROVIDERS OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB").

    FOR CLAIMS OVER $10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES APPLY. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS.

    FOR CLAIMS OF $10,000 OR LESS, WHOEVER STARTS THE ARBITRATION CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING ARBITRATION. EACH OF US MAY HAVE TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE.

    YOU CAN GET RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR THE BBB (WWW.BBB.ORG). THIS AGREEMENT **DOESN'T** PERMIT CLASS ARBITRATIONS EVEN IF AAA OR BBB PROCEDURES OR RULES WOULD. (IF A COURT OR ARBITRATOR REFUSES TO HONOR THIS LIMITATION IN ANY PARTICULAR DISPUTE BETWEEN US, THEN THIS ARBITRATION CLAUSE WILL BE VOID AND UNENFORCABLE TO THE EXTENT OF THAT PARTICULAR DISPUTE). IN EXCHANGE FOR THIS, WE'LL PAY (IF YOU ASK US IN ADVANCE) FOR ANY FILING FEE CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF ANY DISPUTES BETWEEN US, SO LONG AS YOU TRIED IN GOOD FAITH TO RESOLVE THE DISPUTES WITH US BEFORE FILING FOR ARBITRATION. IF THE ARBITRATION PROCEEDS PAST THE FILING, WE'LL ALSO PAY(IF YOU ASK US AT THE TIME)ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES THAT YOU ARE LATER CHARGED. AN ARBITRATOR CAN DECIDE LATER WHETHER TO ALLOCATE THE FEES DIFFERENTLY IF THERE'S AN AWARD.

    THERE'S **NO JUDGE OR JURY** IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT AS A COURT WOULD. IF AN APPLICABLE STATUTE REQUIRES AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO.

    ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

    IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, WE EACH WAIVE ANY TRIAL BY JURY.

    We agree that the arbitration, including the evidence, the argument and the outcome, is confidential between us. We can both tell our lawyers and, if necessary, our financial advisors and insurers about the arbitration if they agree to keep it confidential too. We can both tell others but only if required by law. The arbitrator we appoint has to agree to this confidentiality protection too. Nothing in this agreement prevents either of us from filing the arbitration award with a court to enforce or appeal such award, though we agree that the evidence and arguments of the parties related to such award will be treated as confidential information subject to court approved protective order.

40. THE LAW THAT GOVERNS OUR RELATIONSHIP. To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Michigan without regard to its conflict of law principles, and by any applicable tariffs, wherever filed. If you move your vehicle purchased or leased in the United States to another country where **OnStar** Services are provided, such Services will be provided by the local **OnStar** provider and be subject to its terms and conditions, including its choice of law, as well as its pricing. Those terms and prices can be obtained by you by visiting its website or by pushing the blue **OnStar** button in your Car and asking your Advisor.

41. NOTICES AND HOW WE CAN COMMUNICATE WITH EACH OTHER. IF ANY PROVISION OF THIS AGREEMENT REQUIRES A WRITTEN NOTICE, THEN THE FOLLOWING RULES APPLY. ANY WRITTEN NOTICE FROM US WILL BE CONSIDERED GIVEN WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU'VE PROVIDED TO US, OR TWO DAYS AFTER WE MAIL IT TO YOU AT THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE

FOR YOU, OR AS SOON AS WE POST A NOTICE OF CHANGE ON THE www2.onstar.comWEBSITE. ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. IF THIS AGREEMENT DOESN'T REQUIRE THAT THE NOTICE BE WRITTEN, THEN IT CAN BE WRITTEN OR ORAL. ANY ORAL NOTICE FROM US WILL BE CONSIDERED GIVEN WHEN WE REACH YOU OR ANY ADULT, OR LEAVE A RECORDED MESSAGE, AT ANY TELEPHONE NUMBER YOU HAVE PROVIDED US, OR WHEN WE REACH YOU OR ANY ADULT IN YOUR **OnStar** EQUIPPED CAR, OR WHEN YOU OR ANY ADULT IN YOUR **OnStar** EQUIPPED CAR ACCESSES ANY **OnStar** SERVICE THAT INCLUDES THE NOTICE AS A RECORDED MESSAGE THAT PLAYS WHEN THE SERVICE IS ACCESSED. If we give you oral notice of a change to the terms of this agreement or to our Services, or to the prices we charge for our Services, we will also post that change in writing on the **OnStar** website at www2.onstar.com. ANY ORAL NOTICE FROM YOU WILL BE CONSIDERED GIVEN WHEN YOU PROVIDE IT TO US AT **1-888-4OnStar** (1-888-466-7827) OR TTY 1-877-248-2080 (THE CALL IS TOLL-FREE IN THE UNITED STATES AND CANADA), OR WHEN YOU PRESS THE BLUE **OnStar** BUTTON AND PROVIDE IT TO AN **OnStar** ADVISOR.

42. WHO ELSE THIS AGREEMENT COVERS. Our Service Providers and our affiliates are intended beneficiaries of this agreement. You agree that you'll make any of your passengers or guests or drivers of your Car aware of our rights and subject to the limitations of this agreement.

43. OUR RELATIONSHIP WITH YOU. No matter what else it says, this agreement doesn't create any fiduciary relationships between you and us, or between you and any of the Service Providers. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

44. WE CAN ASSIGN THIS AGREEMENT. We can assign this agreement or your obligations to pay under it in whole or in part to anyone we choose. You can't assign this agreement or your obligations to anyone else without our prior consent.

45. THIS IS THE ENTIRE AGREEMENT. This agreement (these terms and conditions and any other **OnStar** documents incorporated in them) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by **OnStar**. Amendments of which we give notice and post to the **OnStar** website at www2.onstar.com will be deemed a writing signed by **OnStar**. If any part of this agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable, except that if a court or arbitrator refuses to enforce the waiver of class arbitration in the arbitration clause for any particular dispute between us, the entire arbitration clause will be void and unenforceable as to that particular dispute Even after this agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULDN'T OTHERWISE QUALIFY. THIS WON'T BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WON'T BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

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Terms and Conditions of Your OnStar® FMV Equipment and Service

Effective as of April, 2011

Welcome to **OnStar**. These terms and conditions are the agreement between us for service using your **OnStar FMV Equipment** ("Service"). They replace any earlier agreements between us and apply to all your **OnStar** service provided by way of your **OnStar FMV Equipment** until changed or replaced by new terms and conditions. **OnStar** is not the manufacturer of the **OnStar FMV Equipment**. The performance, quality, or suitability of your **OnStar FMV Equipment** is subject to the manufacturer's specifications and the distributor's warranty. The distributor of the **OnStar FMV Equipment**, Ingram Micro Inc. provides a limited warranty for repairs and service of the **OnStar FMV Equipment** and you should carefully read and follow the terms of its warranty, which came with your **OnStar FMV Equipment**. The distributor's warranty is only effective and enforceable when you use the **OnStar FMV Equipment** in the United States and Canada, excluding U.S. Territories. While the distributor's warranty allows use in Canada by you, the **OnStar FMV Equipment** will only be repaired or replaced while your vehicle is within the United States. You must arrange installation of your **OnStar FMV Equipment** with a professional installer, **OnStar** does not install **OnStar FMV Equipment** nor is **OnStar** responsible for nor does it warrant the performance of the installer you choose. Installation of OnStar FMV Equipment on your car or truck (your "Car") may disable or impact the functionality of certain features of your Car (such as mirror dimming, audio commands for other telematics or infotainment systems, compass heading display, map lights or garage door openers), and if a problem with your vehicle is caused by the installation or use of OnStar FMV, that problem may not be covered under your manufacturer's warranty for your Car. Please consult your authorized OnStar FMV retailer for a list of potential feature losses or visit www2.onstar.com/fitcriteria. **You can contact us at any time by calling us at 1-888-4OnStar (1-888-466-7827) or TTY 1-877-248-2080 (email TTY@onstar.com), by pressing the blue OnStar button in your Car and talking to an OnStar Advisor, or by writing us at P.O. Box 1027, Warren, Michigan 48090-1027.**

PLEASE READ THIS AGREEMENT BEFORE USING ANY **OnStar** SERVICE. KEEP A COPY OF IT IN A SAFE PLACE. READ AND KEEP A COPY OF ANY ADDITIONAL **OnStar** DOCUMENTS GIVEN OR SENT TO YOU. ANY **OnStar** DOCUMENTS THAT SAY THEY BECOME PART OF YOUR **OnStar** AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE. THE PRICE AND OTHER TERMS OF YOUR **OnStar** SERVICE PLAN AND ANY **OnStar** HANDS-FREE CALLING PACKAGES YOU PURCHASE BECOME PART OF THIS AGREEMENT.

1. YOUR **OnStar** SERVICE AND DEVICE. Your Car must be equipped by you with authorized **OnStar FMV Equipment**, purchased through an authorized retailer of the **OnStar FMV Equipment** —the hardware and software used to provide **OnStar** service—for you to receive **OnStar** service. **OnStar** Service is only available on cars and trucks and is not available on other types of vehicles or forms of transportation (for example boats, ATVs, motorcycles). Additionally, you must have an **OnStar Plan** to get **OnStar** service. Your **OnStar Plan** describes the charges and features that we will provide to you, as well as optional features and services. OnStar reserves the right to add new OnStar services to its Plans, however your

OnStar FMV Equipment may not be capable of using some new services and may only be able to use Services available at the time of its purchase by you. OnStar has no obligation to provide you with new **OnStar FMV Equipment** to obtain new services. If you wish to have new services you may need to buy newer **OnStar FMV Equipment** or an upgrade to your current **OnStar FMV Equipment** if available.

2. PAYMENT. If you have a credit or debit card account or similar payment account on file with us, we'll automatically charge it monthly if you have not otherwise pre-paid your subscription. Once you place your payment account on file with us, we may receive automatic updates of that account information from the financial institution for that account in order to keep that payment information current. All **OnStar** service is payable and due in advance. If you do not have such an account on file with us you must provide us with payment monthly (or other payment period offered by us and chosen by you) in advance. We'll continue to charge the payment account you provided monthly (or you must continue to make payments monthly) until you or we cancel your service as allowed in this agreement, or you choose another payment period offered by us. The price of your **OnStar Plan** may change over time, and we'll use the rates then in effect for the applicable payment period for those charges.

   You can add **OnStar Hands-Free Calling** to your **OnStar Plan** (although it isn't available everywhere or on all Cars). **OnStar Hands-Free Calling** allows you to make and receive calls through the **OnStar FMV Equipment**. You'll need to buy a package of minutes in advance to use **OnStar Hands-Free Calling**. During the term of this agreement you can purchase minutes from us at any time by calling us, visiting www2.onstar.com, or pressing your blue **OnStar** button. We have the right to change prices for packages of **OnStar Hands-Free Calling** minutes at any time and you will be informed of the current price at the time you contact us. You MUST give us a valid credit card number to purchase **OnStar Hands-Free Calling** minutes. Unless prohibited by law, minutes for **OnStar Hands-Free Calling** are non-refundable and are good until your package expires or until your **OnStar Plan** is terminated or cancelled, whichever comes first. If you cancel your **OnStar Plan**, you will lose any unused **OnStar Hands-Free Calling** minutes remaining in your account. We do not provide itemized statements of calls made and received.

3. STARTING YOUR **OnStar** SERVICE and Registration. You can only get and use **OnStar** service by registering your OnStar FMV Equipment with **OnStar**. You may register your **OnStar FMV Equipment** by speaking with an **OnStar** Advisor. Subject to local law you accept this agreement and start your OnStar service when you buy and have installed and you register authorized **OnStar FMV Equipment**, **OR** when you sign a contract that includes this agreement, **OR** when you speak with an OnStar Advisor and register for OnStar service, **OR** when you (or someone you authorize to use your Car) use the OnStar service or accept any of its benefits (including using a Car with active **OnStar FMV Equipment**). If you do **ANY** one or more of these things to accept, you're bound by this agreement and any later changes or amendments to it.

4. DURATION OF YOUR **OnStar** SERVICE. Your **OnStar** service starts as set out above and continues without end until you or we cancel the service as allowed in this agreement.

5. ENDING YOUR **OnStar** SERVICE. You can cancel your **OnStar** service at any time. All you have to do is call us or press the blue **OnStar** button in your Car and tell an **OnStar** Advisor you want to cancel service. You will not be entitled to a refund of the Purchase price for the **OnStar FMV Equipment**. Unless your **OnStar Plan** specifies otherwise, we will refund to you any whole months and remaining days on your **OnStar Plan** that you have paid in advance. You won't be entitled to any other refunds for **OnStar** service, the **OnStar FMV Equipment** or for **OnStar Hands-Free Calling** minutes. If you cancel service, we have the right to deactivate your **OnStar FMV Equipment** and you may have to pay for any reactivation. You can also call us or press the blue **OnStar** button in your Car at any time to get instructions on how to disable the **OnStar FMV Equipment** in your Car.

6. HOW MUCH YOUR **OnStar** SERVICE COSTS. You can get information on the prices and the services in each **OnStar Plan** and for **OnStar Hands-Free Calling** by going to www2.onstar.com, by calling us, or by pressing the blue **OnStar** button in your Car and asking an **OnStar** Advisor.

7. TRANSFERRING SOME OF YOUR **OnStar** SERVICE. Unless we agree otherwise you can't transfer your OnStar service to other **OnStar FMV Equipment**, another Car or another person.

8. REACTIVATING OR CHANGING YOUR **OnStar** SERVICE. We'll only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, or reactivate your **OnStar** service. If we do any of these things, you agree to pay any charges associated with these requests.

9. CHANGES TO YOUR **OnStar** AGREEMENT. We can change the terms of this agreement, change the prices we charge you for **OnStar** services, or change, add, or delete any **OnStar** service, at any time, by giving you 30 days notice (or a longer period if required by law). If any such change for which we provide notice materially affects your rights under this agreement, or materially changes your service, or results in higher costs charged you by OnStar, YOU MAY EITHER CANCEL YOUR **OnStar** AGREEMENT OR AGREE TO THE CHANGE. IF YOU DON'T CANCEL YOUR **OnStar** AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE NOTICE, YOU'RE AGREEING TO THE CHANGE AND IT BECOMES PART OF THIS AGREEMENT BETWEEN US. You can get an updated copy of this agreement, including all of its current terms and conditions, online at www2.onstar.com, by calling us at **1-888-4OnStar** (1-888-466-7827) or TTY 1-877-248-2080 (the call is toll-free in the United States and Canada), or by pressing the blue **OnStar** button in your Car and asking an **OnStar** Advisor.

10. USAGE LIMITS. We may place usage limits or create tiered pricing plans for any **OnStar** service. If we place usage limits or provide tiered pricing plans for any **OnStar** service, and you then use such service more than allowed by the limit or tiered plan amount, we will charge you at our then current rates for your usage in excess of the limit or tiered plan amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.

11. HOW YOUR **OnStar** SERVICE WORKS AND EQUIPMENT LIMITATIONS. **OnStar** service is only available in the continental United States, Alaska, Hawaii, and Canada. **OnStar** service works using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL **OnStar** SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service.

OnStar service using **OnStar FMV Equipment** is only available on Cars which are 1981 or newer models. **OnStar** service may not work in certain vehicles regardless of their model year. It is your responsibility to consult with your installer to confirm vehicle compatibility with the **OnStar** service.

OnStar service can't work unless your Car is in a place where we have an agreement with a wireless Service Provider for service in that area. **OnStar** service also can't work unless you're in a place where the wireless Service Provider we've hired for that area has coverage, network capacity, and reception when the service is needed, and technology that's compatible with the **OnStar** service. **OnStar** service that involves location information about your Car can't work unless GPS satellite signals are unobstructed, available in that place and compatible with the **OnStar FMV Equipment** as well.

YOUR CAR HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE **OnStar FMV Equipment** TO OPERATE. You may need to increase the volume control on your **OnStar FMV Equipment** to hear the **OnStar FMV Equipment** or Advisor. **OnStar** service may not work if your **OnStar FMV Equipment** or TTY equipment, if applicable, isn't properly installed or you haven't maintained it and your Car in good working order and in compliance with all government regulations. The wiring and installation of the **OnStar FMV Equipment** requires special technical skill. We strongly recommend that only professional service personnel who have special training and experience in mobile electronics set up and install this product. If you try to add, connect or modify any equipment or software in your Car (such as plugging devices into the vehicle electrical or diagnostic port, or modifying the **OnStar FMV Equipment**), the **OnStar** service may not work and we may terminate your **OnStar** service. Your **OnStar FMV Equipment** needs to be compatible with the **OnStar** service and the wireless service and technology provided by our wireless Service Provider, too. This wireless service and technology is subject to change.

There are other problems we can't control that may prevent us from providing **OnStar** service to you at any particular time or place, or that may impair the quality of the **OnStar** service. Some examples are hills, tall buildings, tunnels, weather, electrical system design and architecture of your Car, damage to important parts of your Car in an accident, or wireless phone network congestion or jamming. **OnStar** is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, **OnStar** is not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

The routing data that we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. Therefore, you should use good judgment, obey traffic and roadway laws and instructions and evaluate whether following the system's directions is safe and legal for the current conditions.

12. SERVICE PROVIDERS. **OnStar** works with many different companies, individuals and government entities to provide you with **OnStar** service. In this agreement, "Service Provider" means any person, company, or entity who provides any service, equipment, device, or facilities in connection with **OnStar** service or the **OnStar FMV Equipment**, including, but not limited to, wireless service providers, suppliers, licensors, public safety answering points, emergency responders and service providers (such as police, fire and ambulance), towing companies, car makers, distributors and dealers.

13. **OnStar** ADVISORS CONNECT YOU TO OTHER Service Providers. Our **OnStar** Advisors link you or your Car to other Service Providers such as the police, fire department, or ambulance service. We'll use reasonable efforts to contact appropriate Service Providers for help as required by the situation or when the **OnStar FMV Equipment** in your Car signals for it, but we can't promise that any Service Providers will respond in a timely manner or at all. The laws in some places require an emergency situation to be confirmed before emergency Service Providers will provide service. **OnStar** will not contact emergency Service Providers in these locations in response to an emergency button press if we cannot hear your request for assistance or otherwise confirm that an emergency exists (unless you have registered with **OnStar** as a TTY user). **OnStar** also may not contact emergency Service Providers in any location in response to emergency button presses from rental cars, cars that are moving, and cars located in certain locations such as car dealerships, rental car companies, car washes or your address if we cannot hear your request for assistance. We will assume an emergency exists if the **OnStar** call center receives a crash alert from your Car.

14. CAUTIONS ABOUT YOUR DEVICE AND SOFTWARE. The **OnStar FMV Equipment** and Service involves software that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data such as **OnStar Hands-Free Calling** name tags you've stored on the **OnStar FMV Equipment** in your Car. We aren't responsible for lost data. You do not own the **OnStar** software or acquire any rights to use or modify the **OnStar** software on your own. You do not acquire any rights to modify the **OnStar FMV Equipment** and Software and you will not nor will you permit anyone else to modify (except permitted third party repairers), alter, take apart or reverse engineer the **OnStar FMV Equipment** or remove any identifying marks, trademarks, notices or serial number on the **OnStar FMV Equipment**.

15. CAUTIONS ABOUT VOICE RECOGNITION. Some **OnStar** service involves voice recognition software. It can recognize many voices, accents, speech patterns and words, but not all. We can't promise it will work with your voice.

16. SOME OTHER DETAILS ABOUT **OnStar Hands-Free Calling**. For **OnStar Hands-Free Calling** to work, you must have a current **OnStar Plan** and your Car must have **OnStar FMV Equipment that is capable of OnStar Hands-Free Calling**. You also have to be in an area where **OnStar Hands-Free Calling** is available. Most calls using **OnStar Hands-Free Calling** will reduce your package of minutes. This includes calls to toll free numbers. Calls to 9-1-1 do not reduce your package of minutes and can be made in some situations even if no minutes remain. UNLESS OTHERWISE PROHIBITED BY LAW THIS REDUCTION BEGINS WHEN YOU PLACE A CALL (AFTER YOU DIAL) OR RECEIVE A CALL, AND STOPS SHORTLY AFTER THE CALL ENDS. MINUTES ARE USED EVEN FOR CALLS THAT FAIL TO CONNECT (FOR

EXAMPLE, CALLS THAT RING UNANSWERED OR THAT REACH A BUSY SIGNAL) AND THAT LAST MORE THAN 35 SECONDS. WE ROUND TIME UP TO THE NEXT FULL MINUTE, SO, FOR EXAMPLE, A CALL THAT LASTS FOR 1 MINUTE AND 15 SECONDS WILL REDUCE YOUR PACKAGE OF MINUTES BY 2 MINUTES. Calls may be made to the United States and Canada only. We block calls to some phone numbers such as numbers beginning with 900 and 976. If the **OnStar Hands-Free Calling** system in your Car has been enabled and you are in an area that allows calls, your **OnStar FMV Equipment** is capable of calling 9-1-1 if the public safety answering point in your location is capable of receiving such calls.

17. WHAT IF YOUR CAR IS STOLEN? If your Car is stolen, we can try to locate it. Before we try to locate it, you'll need to provide satisfactory identification, and the police must be treating the Car as stolen. Generally, we will only provide location information about stolen Cars to the police; however, in cases of crises or emergencies, we may, in our own judgment, provide you with information about the general area of your Car without police involvement. **OnStar** may be notified by an early warning system that your Car may have been stolen and, in some cases, you may also be notified by **OnStar**. We don't have to continue to try to locate your Car after 48 hours from the time you first report it stolen, and we can't guarantee that we'll find it. We also aren't required to try to find your Car for the purpose of locating someone.

18. YOUR RESPONSIBILITY FOR **OnStar** SERVICE. It's your responsibility to make sure your Car and your **OnStar FMV Equipment**, including **TTY equipment**, are working. You can always press the blue **OnStar** button to confirm that your **OnStar FMV Equipment** is active. If the light to the right of the blue **OnStar** button is red or off, this means that your **OnStar FMV Equipment** is not functioning properly or is inactive, and should be checked by a professional service facility. It's also your responsibility to register with us before you begin using **OnStar** service. You can register by pressing the blue **OnStar** button in your Car and speaking with an **OnStar** Advisor. Even if your **OnStar FMV Equipment** is activated and working, some **OnStar** services (such as help with locating a stolen Car) may not be available until you register. You'll need to provide us with satisfactory identification before we'll provide some **OnStar** services.

    You promise to use **OnStar** emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use any **OnStar** service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you won't abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Service Providers. If you do any of these things, you agree you'll be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

19. YOUR RESPONSIBILITY FOR INFORMATION RECEIVED THROUGH YOUR **OnStar** SERVICE. Certain information you receive through your **OnStar** service belongs to us or third parties who provide it through us. This information may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through **OnStar** except as expressly authorized by us. You can't resell any of it or use it for commercial purposes. You can't copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

20. YOUR RESPONSIBILITY TO PAY FOR YOUR **OnStar** SERVICE. Depending on the service you choose, you'll have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full. If you start or stop your service in the middle of a billing period, we'll prorate the amounts owed or to be refunded to you (if applicable). You're responsible for paying directly to others (such as emergency Service Providers) all charges for services furnished by them that aren't expressly covered by your **OnStar Plan**.

21. ADDITIONAL PAYMENT DETAILS. If you pay with a check, and it's returned to us unpaid (that is, it bounces), we can charge you a fee of up to $25 (or as allowed by law). If your credit or debit card provider refuses a charge, or a check bounces, we can also terminate or suspend your service resulting in deactivation of the **OnStar FMV Equipment** and Service in your Car. We won't recognize any restrictive language you try to include on checks such as "payment in full." We refund credit balances of less than one dollar only upon request.

22. YOUR RESPONSIBILITY TO TELL US RIGHT AWAY ABOUT DISPUTED CHARGES. If you object to any fees or charges for services , you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), OR YOU'RE WAIVING THE DISPUTE.

23. YOUR RESPONSIBILITY TO PAY FOR TAXES AND GOVERNMENT FEES. You promise to pay all federal, state and local taxes, and other fees and service charges that we're required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

24. YOUR RESPONSIBILITY TO PAY FOR SERVICE CHARGES. You promise to pay all applicable fees and service charges, which include, but are not limited to: Federal Universal Service Fee, various federal, state or provincial regulatory fees, administrative charges, gross receipt charges, and charges for the costs we incur in complying with governmental programs, directly or indirectly. They are rates that we choose to collect from you and are kept by us in whole or in part. The number and type of service charges may vary depending upon the location of your primary billing address and can change over time without advance notice.

25. YOUR RESPONSIBILITY FOR OTHERS WHO USE **OnStar** SERVICE IN YOUR CAR OR WITH YOUR PERSONAL IDENTIFICATION NUMBER. YOU'RE SOLELY RESPONSIBLE FOR ANY USE OF YOUR CAR OR THE **OnStar** SERVICE, EVEN IF YOU LATER CLAIM THE USE OR **OnStar** SERVICE WASN'T AUTHORIZED BY YOU. YOU'RE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR CAR, THROUGH **OnStar**. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Car. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Personal Identification Number or other information that can be used to identify your account to request services for your Car. If you or a driver of your Car uses the **OnStar FMV Equipment** to commit a crime or for another improper purpose, or in violation of this agreement, you agree that YOU WILL BE RESPONSIBLE FOR ANY CLAIMS MADE AGAINST **OnStar** AND FOR ANY COSTS, DIRECT OR INDIRECT, INCURRED BY **OnStar** ARISING

OUT OF OR RELATED IN ANY WAY TO THAT CRIME, ACT, OR BREACH OF THIS AGREEMENT. YOU AGREE TO PAY **OnStar** IMMEDIATELY UPON DEMAND ALL SUCH AMOUNTS.

26. YOUR RESPONSIBILITY FOR ALL TRANSACTIONS AND COMMUNICATIONS USING **OnStar** SERVICE. Any transaction with anyone but us that you carry out using **OnStar** service, and any use that you make of any information received from or through any **OnStar** service, is entirely your responsibility. You act at your own risk.

27. OUR RIGHT TO TERMINATE OR SUSPEND YOUR **OnStar** SERVICE. We may terminate your **OnStar** service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the **OnStar** service to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we'll refund any amounts you have paid in advance, and any unused **OnStar Hands-Free Calling** minutes, but not for the **OnStar FMV Equipment** or cost of installation. Also, we may terminate your Service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, don't pay amounts that are due to us or one of our Service Providers, interfere with our efforts to provide service, interfere with our business, or if your **OnStar** service or wireless phone number is used for illegal or improper purposes. You don't have any right to have **OnStar** service reactivated, even if you cure any of these problems. Whether to allow you to have service again will be entirely up to us. We can suspend your **OnStar** service for any reason we could terminate it. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

28. TRANSFERRING PHONE NUMBERS FROM YOUR **OnStar FMV Equipment**. You may take, or "port" a wireless phone number assigned to your **OnStar FMV Equipment** and used for **OnStar Hands-Free Calling** to another service provider. If you request a new wireless service provider to port a wireless phone number from us, and we receive your request from that new wireless Service Provider, then we may not be able to provide you with **OnStar** service (including **OnStar Hands-Free Calling**) after completion of the porting process. You're responsible for any fees charged by the other wireless service provider, too. You may be able to transfer a wireless phone number issued by us from one piece of **OnStar FMV Equipment** to another piece of **OnStar FMV Equipment** so long as you request the transfer prior to cancelling your service.

29. YOU DON'T HAVE ANY OTHER RIGHTS IN YOUR **OnStar** NUMBERS. You don't have any rights to any identifying number (such as a Personal Identification Number) that you use with **OnStar** service or to any wireless phone number (such as the right to choose a number), except for any right you may have to port it. We'll tell you if we decide to change or reassign them. A wireless phone number we assign for **OnStar Hands-Free Calling** may not be in your local area code. We aren't responsible to you for any theft of your number or numbers.

30. WHAT IF YOU BUY, LEASE OR SELL **OnStar FMV Equipment** OR AN **OnStar FMV Equipment** EQUIPPED CAR? If you buy or lease **OnStar FMV Equipment** or an **OnStar FMV Equipment** equipped Car, you promise to contact us to obtain our consent for service and to create an account. If you do not contact us, **OnStar** may continue to send information about the Car or the **OnStar** account to the billing or email address currently on file with **OnStar**. Further, you promise to notify us if you sell your **OnStar FMV Equipment**-equipped Car or end its lease or sell your **OnStar FMV Equipment**. If you sell or transfer your **OnStar FMV Equipment** –equipped Car or your **OnStar FMV Equipment** and don't notify us, you'll remain responsible for all charges for any **OnStar** service or any related handheld phone. It is your responsibility to clear all **OnStar Hands-Free Calling** name tags that you store on your **OnStar FMV Equipment** before you sell or transfer your Car or **OnStar FMV Equipment**.

    OnStar is not responsible for any privacy related damages you may suffer if you fail to notify us of your purchase, lease or sale of your **OnStar FMV Equipment**.

31. YOUR PRIVACY. For a complete description of our privacy practices, please refer to our Privacy Statement attached as Schedule A. We may update our Privacy Statement from time to time. We advise you to check for changes to the Privacy Statement periodically. You can access the current statement at www2.onstar.com or you can contact us to request a copy.

    You acknowledge that it is your responsibility to advise all occupants of your Car (including other drivers) how information about them may be collected, used, and disclosed by **OnStar**.

    Because **OnStar** provides service through wireless networks, we can't promise that your communications won't be intercepted by others. You agree we won't be liable for any damages for any loss of privacy occurring in communication over such networks.

32. YOUR INTERACTIONS WITH **OnStar** ADVISORS. We may record and monitor conversations between you and our Advisors, emergency Service Providers, the police, or third parties. Please note that our **OnStar** Advisors remain on the line if they conference in a third party to assist in completing a service request. We may also randomly monitor your interactions with **OnStar's** automated services for quality improvement purposes. **OnStar** is not required to release any audio or physical records that are created as part of the **OnStar** service without a subpoena (unless otherwise required by law).

33. NO WARRANTIES ON DEVICE, INFORMATION, OR SERVICES. Warranties are special kinds of promises. WE DON'T MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT the **OnStar FMV Equipment** or any other equipment used with **OnStar** service. You may have a warranty on the **OnStar FMV Equipment** or other equipment from the retailer, manufacturer or distributor of the **OnStar FMV Equipment**, but not from us. In addition, **OnStar** cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE, NOR ANY OF OUR Service Providers, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT **OnStar** SERVICE OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT. THIS MEANS, AMONG OTHER THINGS, NO WARRANTIES OF CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.

34. LIMITATIONS OF LIABILITY. YOU AND **OnStar** ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS:

    First, WE AREN'T LIABLE FOR THE ACTIONS OR INACTIONS OF ANY Service Provider WE CONTACT FOR YOU OR YOUR CAR, OR FOR OUR INABILITY TO CONTACT ANY Service Provider IN ANY PARTICULAR SITUATION.

    Second, WE AREN'T LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF the **OnStar FMV Equipment** OR **OnStar** SERVICE, INCLUDING BUT NOT LIMITED TO INJURIES TO PERSONS OR PROPERTY ARISING OUT OF USE OF **PRE-ARRIVAL INSTRUCTIONS (**EMD-EMERGENCY MEDICAL DISPATCH**)** CAPABILITY OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF the **OnStar FMV Equipment**.

    Third, OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE SERVICES RELATING TO THE PERIOD OF SERVICE DURING WHICH SUCH DAMAGES OCCUR.

    Fourth, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOUR MAXIMUM LIABILITY TO US UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US.

    Fifth, NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. YOU CANNOT RECOVER THESE TYPES OF DAMAGES OR FEES FROM ANY Service Provider, EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

    Sixth, WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 24 HOURS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. NO ONE IS LIABLE TO YOU 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, WEATHER, OR ANY OTHER THINGS WE OR OUR Service Providers DON'T CONTROL.

    Seventh, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US OR ANY Service Provider CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT OR DEVICE FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT, DEVICE OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF US OR OUR Service Providers.

    Eighth, if another wireless service provider is involved in any problem (for example, because of roaming), you also agree to any limitations of liability that it imposes on its customers.

    Ninth, YOU AGREE THAT NEITHER WE NOR ANY Service Provider WHO SENDS YOU DATA OR INFORMATION THROUGH **OnStar** IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION.

    Tenth, YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY OF OUR WIRELESS SERVICE PROVIDERS AND AREN'T A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND ANY OF OUR WIRELESS SERVICE PROVIDERS. Unless you have a separate contract with them, NONE OF OUR WIRELESS SERVICE PROVIDERS HAS ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. YOU WAIVE ANY AND ALL CLAIMS OR DEMANDS FOR SUCH LIABILITY.

    Finally, you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using your Car, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your **OnStar** service or the **OnStar FMV Equipment**.

    NOTE: Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

35. YOUR RESPONSIBILITY FOR INSURANCE. The service **OnStar** provides is intended as a convenience. The payments you make for that service aren't related to the value of your **OnStar FMV Equipment**, your Car or any property in it, or the cost of any injury to or damages suffered by you. We aren't an insurance company. You promise you'll obtain and maintain appropriate insurance covering personal injury to you and others, covering loss of or damage to your property or the property of others, and other risks arising when you use any **OnStar** service. FOR YOURSELF AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE **OnStar** AND ITS Service Providers, THEIR PARENTS, AFFILIATES, AND SUBSIDIARIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST **OnStar** OR ITS Service Providers.

36. YOUR RESPONSIBIILTY FOR PAYMENT IN SOME CIRCUMSTANCES. In order to get **OnStar** service, YOU AGREE THAT YOU'LL BE RESPONSIBLE FOR ANY AMOUNT ANYONE ELSE CLAIMS FROM US (OR OUR Service Providers THEIR OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS) PLUS ANY EXPENSES, RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, YOUR EMPLOYEES, OR THIRD PARTIES, EVEN IF DUE TO THE SOLE NEGLIGENCE OF ANY OF THE Service Providers; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH **OnStar** SERVICE; (3) CLAIMS FOR LIBEL,

SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; or (4) THE USE, FAILURE TO USE, OR INABILITY TO USE **OnStar** SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE Service Providers.

In addition, if you've authorized **OnStar** to charge amounts due against your credit or debit card account or other similar account by giving us a card or account number, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT OR DEBIT CARD ACCOUNT OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

37. HOW WE'LL RESOLVE DISPUTES BETWEEN US. If you and we have a disagreement related to **OnStar** service, we'll try to resolve it by talking with each other. If we can't resolve it that way, **WE BOTH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO USE CONFIDENTIAL ARBITRATION, NOT LAWSUITS** (except for small claims court cases) **TO RESOLVE THE DISPUTE**. Of course, either of us can always contact a government agency or regulatory authority for help, too. Here's how private arbitration will work:

    THE FEDERAL ARBITRATION ACT WILL APPLY. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR SERVICE WITH US OR ANY OF OUR AFFILIATES, PREDECESSORS IN INTEREST, OR SERVICE PROVIDERS OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB").

    FOR CLAIMS OVER $10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES APPLY. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS.

    FOR CLAIMS OF $10,000 OR LESS, WHOEVER STARTS THE ARBITRATION CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING ARBITRATION. EACH OF US MAY HAVE TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE.

    YOU CAN GET RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR THE BBB (WWW.BBB.ORG). THIS AGREEMENT **DOESN'T** PERMIT CLASS ARBITRATIONS EVEN IF AAA OR BBB PROCEDURES OR RULES WOULD. (IF A COURT OR ARBITRATOR REFUSES TO HONOR THIS LIMITATION IN ANY PARTICULAR DISPUTE BETWEEN US, THEN THIS ARBITRATION CLAUSE WILL BE VOID AND UNENFORCABLE TO THE EXTENT OF THAT PARTICULAR DISPUTE). IN EXCHANGE FOR THIS, WE'LL PAY (IF YOU ASK US IN ADVANCE) FOR ANY FILING FEE CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF ANY DISPUTES BETWEEN US, SO LONG AS YOU TRIED IN GOOD FAITH TO RESOLVE THE DISPUTES WITH US BEFORE FILING FOR ARBITRATION. IF THE ARBITRATION PROCEEDS PAST THE FILING, WE'LL ALSO PAY(IF YOU ASK US AT THE TIME)ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES THAT YOU ARE LATER CHARGED. AN ARBITRATOR CAN DECIDE LATER WHETHER TO ALLOCATE THE FEES DIFFERENTLY IF THERE'S AN AWARD.

    THERE'S **NO JUDGE OR JURY** IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT AS A COURT WOULD. IF AN APPLICABLE STATUTE REQUIRES AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO.

    ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

    IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, WE EACH WAIVE ANY TRIAL BY JURY.

    We agree that the arbitration, including the evidence, the argument and the outcome, is confidential between us. We can both tell our lawyers and, if necessary, our financial advisors and insurers about the arbitration if they agree to keep it confidential too. We can both tell others but only if required by law. The arbitrator we appoint has to agree to this confidentiality protection too. Nothing in this agreement prevents either of us from filing the arbitration award with a court to enforce or appeal such award, though we agree that the evidence and arguments of the parties related to such award will be treated as confidential information subject to court approved protective order.

38. THE LAW THAT GOVERNS OUR RELATIONSHIP. To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Michigan without regard to its conflict of law principles, and by any applicable tariffs, wherever filed. If you move your OnStar FMV- Equipped vehicle from the United States to Canada, provided the **OnStar FMV Equipment** is in conformity with Canadian laws and provided that the local **OnStar** provider provides service to **OnStar FMV Equipment**, such Services will be provided by the local **OnStar** provider and be subject to its terms and conditions, including its choice of law, as well as its pricing. Those terms and prices can be obtained by you by visiting its website or by pushing the blue **OnStar** button in your Car and asking your Advisor.

39. NOTICES AND HOW WE CAN COMMUNICATE WITH EACH OTHER. IF ANY PROVISION OF THIS AGREEMENT REQUIRES A WRITTEN NOTICE, THEN THE FOLLOWING RULES APPLY. ANY WRITTEN NOTICE FROM US WILL BE CONSIDERED GIVEN WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU'VE PROVIDED TO US, OR TWO DAYS AFTER WE MAIL IT TO YOU AT THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, OR AS SOON AS WE POST A

NOTICE OF CHANGE ON THE www2.onstar.com WEBSITE. ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. IF THIS AGREEMENT DOESN'T REQUIRE THAT THE NOTICE BE WRITTEN, THEN IT CAN BE WRITTEN OR ORAL. ANY ORAL NOTICE FROM US WILL BE CONSIDERED GIVEN WHEN WE REACH YOU OR ANY ADULT, OR LEAVE A RECORDED MESSAGE, AT ANY TELEPHONE NUMBER YOU HAVE PROVIDED US, OR WHEN WE REACH YOU OR ANY ADULT IN YOUR **OnStar** EQUIPPED CAR, OR WHEN YOU OR ANY ADULT IN YOUR **OnStar** EQUIPPED CAR ACCESSES ANY **OnStar** SERVICE THAT INCLUDES THE NOTICE AS A RECORDED MESSAGE THAT PLAYS WHEN THE SERVICE IS ACCESSED. If we give you oral notice of a change to the terms of this agreement or to our Services, or to the prices we charge for our Services, we will also post that change in writing on the **OnStar** website at www2.onstar.com. ANY ORAL NOTICE FROM YOU WILL BE CONSIDERED GIVEN WHEN YOU PROVIDE IT TO US AT **1-888-4OnStar** (1-888-466-7827) OR TTY 1-877-248-2080 (THE CALL IS TOLL-FREE IN THE UNITED STATES AND CANADA), OR WHEN YOU PRESS THE BLUE **OnStar** BUTTON AND PROVIDE IT TO AN **OnStar** ADVISOR.

40. WHO ELSE THIS AGREEMENT COVERS. Our Service Providers and our affiliates are intended beneficiaries of this agreement. You agree that you'll make any of your passengers or guests or drivers of your Car aware of our rights and subject to the limitations of this agreement.

41. OUR RELATIONSHIP WITH YOU. No matter what else it says, this agreement doesn't create any fiduciary relationships between you and us, or between you and any of the Service Providers, or between us and the retailer, installer or manufacturer of your **OnStar FMV Equipment**. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

42. WE CAN ASSIGN THIS AGREEMENT. We can assign this agreement or your obligations to pay under it in whole or in part to anyone we choose. You can't assign this agreement or your obligations to anyone else without our prior consent.

43. THIS IS THE ENTIRE AGREEMENT. This agreement (these terms and conditions and any other **OnStar** documents incorporated in them) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by **OnStar**. Amendments of which we give notice and post to the **OnStar** website at www2.onstar.com will be deemed a writing signed by **OnStar**. If any part of this agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable, except that if a court or arbitrator refuses to enforce the waiver of class arbitration in the arbitration clause for any particular dispute between us, the entire arbitration clause will be void and unenforceable as to that particular dispute. Even after this agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULDN'T OTHERWISE QUALIFY. THIS WON'T BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WON'T BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

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SCHEDULE "A"

OnStar FMV PRIVACY PRACTICES

Effective April, 2011

Nothing is more important than the safety and security of you and your family. At **OnStar**, we apply that belief to every aspect of our service – including the protection of your information. You have a right to be confident your information is kept secure and to understand our privacy practices -- specifically, what information we gather, with whom we share that information, how we use that information to make your driving experience safer and more convenient, and what we do to protect your information. We are committed to making your safety and the security of your information a priority.

This privacy statement applies to information we obtain about our U.S. customers through the use of the **OnStar** services, our web site, and any communications between us. It is our responsibility to provide you with information about our practices and because we understand there may be others who use your car or your **OnStar** services, we want you to understand the importance of telling all occupants of your car or those who use your **OnStar** services about how their information may be collected, used, or disclosed by **OnStar**.

1. INFORMATION OnStar COLLECTS

What Information does OnStar collect?

The information we collect about you includes:

- your contact information, (including your name, address, telephone number and email address)
- your billing information (including your credit card number);
- information about your car, such as the vehicle identification number (VIN), make, model, and year;
- other information that you voluntarily provide to us (such as your language preference, your license plate number and/or your emergency contact information); and
- information that helps us customize our services to you, such as your use of the **OnStar** services

The information we may get from your car includes:

- information about your car's operation, including such things as diagnostic trouble codes from your **OnStar FMV Equipment** ;
- information about collisions involving your car;

- information about your use of the car and its features, such as whether you have paired a mobile device with your car);
- information about when your car's ignition is turned on or off; and
- in the limited circumstances listed below, the location and approximate GPS (global positioning satellite) speed of your car:

  when there is a request for service made from inside your car (for example when you request driving directions);

  when there is an automatic crash response (so we can inform emergency service providers);

  when there is a request for Stolen Vehicle Assistance (to assist law enforcement in the recovery of your car);

  when needed to protect the safety of you or others (for example, to locate a missing person);

  when otherwise required for the delivery of **OnStar** services you have requested;

  when needed by us or our suppliers for our quality, research or troubleshooting purposes;

  when otherwise expressly consented to by you; or

  as may be required by law.

If you use **Hands-Free Calling** minutes, we may obtain certain Customer Proprietary Network Information (CPNI) such as call detail records, the number of minutes purchased, the date minutes were purchased, the number of remaining minutes, and their expiration date. We do not share CPNI information specific to you with third parties for their marketing purposes.

How does OnStar get my information?
OnStar collects information about you and your car in several different ways, including:

- from what you, your car dealer or the manufacturer of your car provides to us;
- from your use or purchase of **OnStar** products or services;
- from correspondence between us;
- from **OnStar** web pages you visit;
- from our wireless service providers, your satellite radio provider and third party data providers; and
- from your car itself when your **OnStar FMV Equipment** is active.

2. HOW WE USE THE INFORMATION WE COLLECT

OnStar uses information about you and your car for a variety of purposes including:

- to provide **OnStar** services to you, including checking and maintaining your **OnStar FMV Equipment**
- to communicate with you about your account;
- for troubleshooting, analysis and research purposes;
- as required by law;
- to protect the safety of you or others;
- to prevent fraud or misuse of the **OnStar** service;
- to allow us and General Motors (and its subsidiaries, affiliates and dealers) to offer you new or additional products or services; and
- for other purposes on an anonymized basis.

3. WHO WE SHARE YOUR INFORMATION WITH

OnStar is able to provide a safer, more convenient driving experience by sharing selected information with selected parties.

This would include sharing selected information with roadside assistance providers, emergency service providers, the police, our wireless service providers, credit card processors, data management companies, and others, as may be required to deliver the **OnStar** services. We may also share information we collect about you or your car as required by law, or to protect the safety of you or others.

We may also share information we collect about you or your car with the following (this does not include the sharing of the location or speed of your car, or your safety belt usage or credit card information):

- General Motors*; its subsidiaries, affiliates, a successor or an assignee of a significant part of your car maker's or **OnStar's** business, to enable it to evaluate or research the safety, quality, usage and functionality of its cars, to contact you with important information about your car or for marketing purposes;
- our wireless service providers, to enable them to contact you with important information about your wireless services or for marketing purposes;
- your fleet company, if you drive a car that is part of a fleet;
- your rental company, if you drive a rental car; and
- any third party on an anonymized basis

*Please note: the maker of your car may obtain information from your car independently from **OnStar**. Please refer to your owner's manual and car maker's privacy statement for additional information.

Does OnStar share or sell anonymized information?
Anonymized information is data that can no longer be identified as belonging to you or your car. We may share or sell any anonymized data with third parties for any purpose, which may prove useful for such things as research relating to public safety or traffic services.

Of course, we will comply with all laws regarding notifying you and obtaining your consent before we collect, use or share information about you or your car in any other way than has been

described in this privacy statement.

4. YOUR CHOICES REGARDING THE INFORMATION WE COLLECT

If you would like to limit the permitted uses or disclosures of your personal information (other than those required or permitted by law) or would like further information, you may contact us by pressing the blue button in your car, or by calling **1-888-4OnStar** (1-888-466-7827).

When possible, we will provide choice as to how your information is used. We may not have the opportunity to provide you with a choice as to whether or not we use your information to contact emergency service providers or to provide you with **OnStar** Service.

Can I choose my communication preferences?

We use a number of methods to contact you to tell you about products or services that may be of interest to you. This includes postal mail, telephone calls and, if you have provided us with an email address, electronically. Because we recognize that you may not want to receive marketing messages by all of these methods all of the time, we offer you a choice as to how you would like us to communicate with you.

You can manage your communication preferences in a number of ways, by following specific opt-out instructions provided in the communication, or by contacting us. Click here to see a copy of our Do Not Call Policy.

Please note: changing your communication preferences will only stop delivery of marketing-related communications. We may continue to send you important service or account related information via these channels.

We may also send you important messages using the **OnStar FMV Equipment** in your car to provide you with information regarding important service or account issues or to notify you about the cancellation of your **OnStar** service. You may choose not to receive these types of messages by contacting us as outlined above.

Supplemental Information for California Residents:

Your California Privacy Rights: California privacy law requires us to provide California residents with specific disclosures about our privacy practices, including telling you about the information we share with other third parties for their marketing purposes. You may request a copy of this information on an annual basis by contacting us.

5. UPDATING YOUR INFORMATION

Do I have access to my information?

We provide quick, convenient access to your personal information. If you would like to access or ensure accuracy of your information, you can contact an **OnStar** Advisor from your car, call **1-888-4OnStar**, or visit our website at www.OnStar.com.

Can I obtain a copy of information about me or my service events?

You can request a copy of information relating to your account or service event by calling **1-888-4OnStar**. It's important for you to note that we are not required to release any records (including audio records) that are created as part of the **OnStar** service without a subpoena (unless otherwise required by law).

6. SAFEGUARDING YOUR INFORMATION

What does OnStar do to safeguard my information?

We recognize the importance of safeguarding personal information in our possession. To protect your information from loss, misuse and unauthorized access, disclosure, alteration, destruction and theft, we have implemented and maintain a number of technical, administrative, and physical safeguards. For example, sensitive information, such as financial/credit card information, is encrypted when transmitted between your computer and our website servers via the Internet.

If a third party service provider is used to provide services that require access to your personal information, we require that each party has appropriate security measures to maintain the safety of your information.

We also require that your information is only accessible to authorized individuals and only for the purpose of providing the service.

For certain services, we may ask you for your Personal Identification Number (PIN) to help identify you (or other people you have authorized). We also require you to have a username and password in order to access your account through our website. It is important that you maintain the confidentiality of your PIN, username, and password at all times as we cannot be responsible for any unauthorized use of the service when the appropriate authentication has been provided. You may periodically wish to update or change your PIN, username, and/or password and can do so at any time.

You are responsible for keeping your PIN, username, and password secure and you should not disclose them to anyone (unless you wish to authorize them to access your account or services and possibly incur charges on your account).

We provide services to you through wireless networks. Although it is illegal for unauthorized people to intercept your calls, such interceptions of wireless carriers can occur.

7. OUR ONLINE PRACTICES

Does OnStar use "Cookies" or other online tracking technologies?

We may use cookies and other tracking devices on our Websites. Using cookies on our sites provides benefits to you, such as allowing you to maintain your account login information between visits, or locating a nearby dealer. The use of cookies also allows us to measure site activity to provide a better user

experience. Cookies and other tracking devices may be used to tell us the time and length of your visit, the pages you look at on our site, the site you visited just before coming to ours, and the name of your Internet service provider.

We may use third parties to serve **OnStar** advertisements on other Websites. In serving **OnStar** advertisements, these companies may use cookies and other tracking devices to collect certain information about your visits to other Websites (such as browser type, IP address, which page was visited, and time of day). This information may be used to evaluate our online advertising campaigns or to tailor promotions and other marketing messages to you.

You may elect to refuse cookies. Please refer to your browser Help instructions to learn more about cookies and how to manage their use.

8. HOW TO CONTACT US

For answers to frequently asked questions about our privacy practices, please visit our website at www.OnStar.com. If you have a specific concern -about the privacy of your account information, you can contact the Privacy Manager via email at privacymanager@OnStar.com. You can also write **OnStar's** Privacy Manager at OnStar Privacy Manager, P.O. Box 1027, Warren, Michigan, 48090-1027 or call us at 1.877.299.1372. Please include your contact information and a detailed description of your request or concern. If you are an existing subscriber, please also include your **OnStar** Account Number.

9. CHANGES TO THE PRIVACY STATEMENT

We may need to update this policy from time to time as our business and services expand, or if we are required to by law. If we do, we will post the most up-to-date version on the www.OnStar.com website so you should periodically check OnStar.com for any updates.

If we make any change which materially affects our privacy practices regarding the collection, use, or sharing of your information, we will notify you by sending an email to the email address you have provided, or, if you do not have an email address on file with us, by postal mail. We will also post a notice of the change on www.OnStar.com.

FREQUENTLY ASKED QUESTIONS

Does OnStar track the location or speed of my car?

The simple answer is no. **OnStar** does not continuously track the location or speed of your car. **OnStar** only knows this information when:

- there is a request for service initiated from within the car (when you press an **OnStar** button to speak with an advisor);
- there is a request for Stolen Vehicle Assistance or to locate a missing person;
- there is an Automatic Crash Response;
- required by law;
- required to protect our rights or property or the safety of you or others;
- required by us for research or troubleshooting purposes;
- when otherwise required for the delivery of **OnStar** services that you have requested; or
- when otherwise expressly consented to by you.

Can OnStar listen to or monitor my personal conversations in my car without me knowing?

No. It is not possible for **OnStar** to listen to or monitor conversations in your car without you knowing it. When an advisor calls into your car, the following will occur:

- a light flashes;
- there is a ring;

OnStar intentionally developed this functionality so that our advisors cannot override it. In addition, calls through the **OnStar FMV Equipment** are normally audible through the stereo speakers, and cars programmed with text display capabilities will show an indicator of a connection to **OnStar** on the driver's instrument panel. Moreover, **OnStar**'s policy requires advisors to announce their presence immediately upon establishing a call into your car.

Does OnStar keep recordings of my interactions with the advisors?

Yes. We may record and monitor all interactions between us, including interactions between us when you are in your car, in order to maintain or improve the quality of our service, for training purposes or to promote and provide **OnStar** service. **OnStar** advisors may also remain on the line if, during a request for service, we conference in a third party such as emergency service providers or the police. It is important for you to know that these parties may also separately record and/or monitor the interaction. We may also review your interactions with **OnStar**'s automated services for training and/or quality improvement purposes.

What do I do if I forget my PIN or need to change my PIN?

You can change your PIN or add other authorized users of your car onto your account with their own PIN at any time by contacting an **OnStar** advisor from your car, calling 1-888-4.ONSTAR (1-888-466-7827) or TTY 1-877-248-2080. To inquire about a forgotten PIN, contact us at the numbers above or email us at ContactUs@OnStar.com or TTY@OnStar.com to obtain your PIN by mail.