

# Terms and Conditions

Effective as of December 2011



Welcome to OnStar. These terms and conditions are the agreement between OnStar, LLC (called "OnStar," "us," or "we" in this agreement), and you. They replace any earlier agreements between you and OnStar and apply to the OnStar equipment in your vehicle, the connection between OnStar and your vehicle, and any OnStar services, until changed or replaced by new terms and conditions.

**You can contact us at any time by calling us at 1.888.4.ONSTAR (1.888.466.7827) or TTY 1.877.248.2080 (email TTY@onstar.com), by pressing the blue OnStar button in your Vehicle 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 ONSTAR. 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 PLAN AND ANY ONSTAR HANDS-FREE CALLING PACKAGES YOU PURCHASE BECOME PART OF THIS AGREEMENT.

**YOUR ONSTAR EQUIPMENT, SERVICE, AND CONNECTION.** Your car, truck, or other vehicle (your "Vehicle") must come with authorized OnStar hardware and software embedded in your Vehicle ("Equipment") for OnStar to work. In order to receive emergency services, navigation services, Hands-Free Calling, and other services OnStar offers ("Service/s") you may need to be enrolled in a paid OnStar Service plan ("Plan/s").

If you do not enroll in a Plan, or if you, or we, cancel your Plan as allowed in this agreement, OnStar will maintain the two-way connection to your Vehicle ("Data Connection") for an indefinite period of time to be determined by OnStar at our sole discretion.

Maintaining a Data Connection means that OnStar may continue to collect data from your Vehicle, and may provide Services, unless you request that OnStar deactivate the Data Connection, or OnStar deactivates the Data Connection for other reasons, such as a change in ownership of the Vehicle. Please note, it may take up to sixty (60) days for OnStar to cancel your Services and deactivate the Data Connection to your Vehicle following your request for us to do so. During this 60-day period Service may still be available, and data may be collected from your Vehicle. All data collection, use, and disclosure will continue to be in accordance with the practices as set out in these terms and conditions and the OnStar Privacy Statement attached hereto as "Schedule A."

Upon deactivation, OnStar will no longer be capable of contacting, or obtaining data from, your Vehicle, and the only possible connection between OnStar and your Vehicle after deactivation is if you, or another occupant of the Vehicle, push the blue OnStar button twice. When deactivated, the light on the Vehicle's rearview mirror will be turned off and no Services will be available to you until you push the blue OnStar button in your Vehicle twice and ask an Advisor to reactivate your Service. This deactivation state will remain indefinitely until you fully disable the Equipment in your Vehicle. To fully disable the Equipment in your Vehicle, including the Vehicle's ability to contact OnStar through the blue OnStar button, you must visit an authorized dealer and ask them to remove the Equipment from your Vehicle, at your expense.

1. **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 prepaid for your Plan. 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 Plans are 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 Plan as allowed in this agreement, or you choose another payment period offered by us. The price of your 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 Vehicle may have included a prepayment for a period of time for a specified 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 Plan (although it isn't available everywhere or on all Vehicles). OnStar Hands-Free Calling allows you to make and receive calls through the 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 Vehicle. During the term of this agreement you can purchase minutes from us at any time by calling us, visiting [www.onstar.com](http://www.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 or debit card number to purchase OnStar Hands-Free Calling minutes. Unless prohibited by law, minutes for OnStar Hands-Free Calling are nonrefundable and are good until your package expires or until your Plan is cancelled, whichever comes first. If you cancel your Plan, you may lose any unused OnStar Hands-Free Calling minutes remaining in your account. We do not provide itemized statements of calls made and received.

2. **STARTING YOUR ONSTAR SERVICE.** You can only get and use Service by accepting this agreement. Subject to local law, you accept this agreement and start your Service when you buy or lease a new or used Vehicle that includes 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 Service, OR when you (or someone you authorize to use your Vehicle) use the Service or accept any of its benefits (including using a Vehicle with enabled 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.
3. **DURATION OF YOUR SERVICE.** Your Service starts as set out above and continues without end until you or we cancel the Service as allowed in this agreement.
4. **ENDING YOUR SERVICE.** You can cancel your Service at any time. All you have to do is call us or press the blue OnStar button in your Vehicle and tell an OnStar Advisor you want to cancel Service. Unless your Plan specifies otherwise, we will refund to you any whole months and remaining days on your Plan that you have paid in advance, other than any payment that was included in the purchase or lease price of your Vehicle. You won't be entitled to any other refunds for Service, Equipment, or OnStar Hands-Free Calling minutes. If you cancel Service, we have the right to deactivate the Data Connection to your Vehicle, and you (or future owners of your Vehicle) may have to pay for any reactivation.
5. **HOW MUCH YOUR SERVICE COSTS.** You can get information on the current prices and the Service in each Plan and for OnStar Hands-Free Calling by going to [www.onstar.com](http://www.onstar.com), by calling us, or by pressing the blue OnStar button in your Vehicle and asking an OnStar Advisor.
6. **TRANSFERRING SOME OF YOUR SERVICE.** Unless we agree otherwise, you can't transfer most of your Service to another Vehicle or another person. There are a few exceptions. You may be able to transfer any whole months remaining on your Plan that you have paid in advance, other than any payment that was included in the purchase or lease price of your Vehicle, or any unused OnStar Hands-Free Calling minutes to a newly purchased or leased Vehicle, depending on the maker of the Vehicle. You'll have to request the transfer prior to cancelling your Service, and must meet all OnStar requirements for Service with the new Vehicle.
7. **REACTIVATING OR CHANGING YOUR SERVICE.** We'll only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, or transfer your Service. If we do any of these things, you agree to pay any charges associated with these requests.
8. **CHANGES TO YOUR ONSTAR AGREEMENT.** We can change the terms of this agreement, change the prices we charge you for Service, or change, add, or delete any 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 to 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 [www.onstar.com](http://www.onstar.com), or by contacting us.

9. **USAGE LIMITS.** We may place usage limits or create tiered pricing for any Service. If we place usage limits or provide tiered pricing for any Service, and you then use such Service more than allowed by the limit or tiered amount, we will charge you at our then current rates for your usage in excess of the limit or tiered 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.

10. **HOW YOUR ONSTAR EQUIPMENT WORKS, GEOGRAPHICAL LIMITS AND OTHER RESTRICTIONS.** Your Equipment will only work in the continental United States, Alaska, Hawaii, and Canada. OnStar works using wireless communication networks and the Global Positioning System ("GPS") satellite network. **NOT ALL SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES, 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. Your Equipment can't work unless your Vehicle is in a place where we have an agreement with a wireless Service Provider (as defined in Section 11) for Service in that area.

Your Equipment 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 Service. Service that involves location information about your Vehicle can't work unless GPS satellite signals are unobstructed, available in that area, unaffected by radio frequency interference, and compatible with the Equipment as well. You can go to [www.onstar.com](http://www.onstar.com) to review the latest coverage maps.

All OnStar-equipped Vehicles have automatic air bag deployment response that can alert OnStar in a crash where the air bags deploy. Some Vehicles are equipped with additional crash sensors that can automatically alert OnStar even in crashes where the air bags do not deploy. **YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE EQUIPMENT TO OPERATE.** You may need to increase the volume of your radio to hear the OnStar Equipment or OnStar Advisor. OnStar may not work if your Equipment or TTY equipment, if applicable, isn't properly installed (by someone we've authorized) or you haven't maintained it, and your Vehicle, 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 Vehicle (such as plugging devices into the vehicle electrical system or diagnostic port, or modifying the Equipment), OnStar may not work and

we can cancel your Service. Your Equipment needs to be compatible with the 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 the Service or Data Connection to you at any particular time or place, or that may impair the quality of the Service or Data Connection. Some examples are hills, tall buildings, tunnels, weather, electrical system design, and architecture of your Vehicle, damage to important parts of your Vehicle in an accident, or wireless phone network congestion or radio frequency interference to your wireless phone or GPS. 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 directions provided by OnStar is safe and legal for the current conditions.

OnStar is not responsible for your failure to obey relevant traffic laws. It is your responsibility to understand and obey all federal, state, provincial, and local traffic and roadway laws regarding the use of a communication device or information services while driving. This includes but is not limited to the use of any or all Services by a minor, and/or in a school or construction zone.

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

12. ONSTAR ADVISORS CONNECT YOU TO OTHER SERVICE PROVIDERS. Our OnStar Advisors link you or your Vehicle to other Service Providers such as law enforcement, fire department, or ambulance service. We'll use reasonable efforts to contact appropriate Service Providers for help as

required by the situation or when your Equipment signals for it, but we can't promise that any Service Providers will respond in a timely manner or at all. OnStar is not responsible for any charges, fees, or taxes arising from any Service Providers deployment of Services. 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 vehicles, vehicles that are moving, and vehicles located in certain locations such as dealerships, rental 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 Vehicle.

**13. CAUTIONS ABOUT SOFTWARE.** Your Equipment requires 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 Equipment in your Vehicle. We aren't responsible for lost data. You do not own the software or acquire any rights to use or modify the software on your own. Your Vehicle systems also involve software that the maker of your Vehicle, its affiliates or any successor or assignee of a significant part of its business (your "Vehicle Maker") may need to change from time to time. You agree that we may assist them to do this remotely without your consent. You also agree not to reverse engineer, decompile, or copy any of the software in your Vehicle (unless otherwise expressly permitted) and agree not to defeat, or attempt to defeat, any security mechanism in the Vehicle software systems.

**14. CAUTIONS ABOUT VOICE RECOGNITION.** Some 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.

**15. SOME OTHER DETAILS ABOUT ONSTAR HANDS-FREE CALLING.** For OnStar Hands-Free Calling to work, your Vehicle must have 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 Equipment in your Vehicle has been enabled and you are in an area that allows calls, your Equipment is capable of calling 9-1-1 if the public safety answering point in your location is capable of receiving such calls.

16. **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 Vehicle using one package of minutes. If you choose such a combined 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 Service may be cancelled 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. Some features of your handheld wireless phone, such as its roaming indicator, may operate differently with a combined plan 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 Equipment, either.

17. **WHAT IF YOUR VEHICLE IS STOLEN?** If your Vehicle is stolen, we can try to locate it. Before we try to locate it, you'll need to provide satisfactory identification, and law enforcement must be treating the Vehicle as stolen. Generally, we will only provide location information about stolen Vehicles to law enforcement; however, in cases of crises or emergencies, we may, in our own judgment, provide you with information about the general area of your Vehicle without law enforcement involvement. OnStar may be notified by an early warning system that your Vehicle 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 Vehicle 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 Vehicle for the purpose of locating someone.

Your Vehicle may have Stolen Vehicle Slowdown capability that enables OnStar to slow down your stolen Vehicle remotely and/or the capability that enables OnStar to stop your Vehicle from starting to assist law enforcement in its recovery. OnStar may also slow down your Vehicle or stop your Vehicle 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 Vehicle, you must contact us by pressing the blue OnStar button in your Vehicle and request that this capability be deactivated. If you deactivate Stolen Vehicle Slowdown, you will not be able to receive any Services.

18. **WHAT IF YOU NEED US TO UNLOCK YOUR DOORS?** We can often unlock your Vehicle 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 Vehicle 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.

**19. YOUR RESPONSIBILITY FOR SERVICE.** It's your responsibility to make sure your Vehicle and your Equipment, including TTY equipment, are working. You can always press the blue OnStar button to confirm that your Equipment is enabled. If the light to the right of the OnStar buttons is red or off, this means that your Equipment is not functioning properly, or is disabled, and should be checked by a dealer. It's also your responsibility to register with us before you begin using the Service. Your dealer may do this for you, or you can register by calling us, or by pressing the blue OnStar button in your Vehicle and speaking with an OnStar Advisor. Even if your OnStar Equipment is enabled and working, some Service (such as remote door unlock or help with locating a stolen Vehicle) may not be available until you register. You'll need to provide us with satisfactory identification before we'll provide some of the Services. You will also need to provide us with a valid email address before we can provide you with certain Services such as OnStar Vehicle Diagnostics. The Equipment in your Vehicle may be enabled before you buy or lease your Vehicle or press the blue OnStar button to begin using the Service. In that case, we may provide you with Service and create an account with personal information about you, unless you call us or press the blue OnStar button in your Vehicle and tell an OnStar Advisor that you want to cancel your Service. You promise to use OnStar emergency and roadside Services only for actual emergencies and roadside assistance needs. You promise not to use any Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of Service to our other customers. You promise you won't abuse or do anything to damage our business operations, Service, 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.

**20. YOUR RESPONSIBILITY FOR INFORMATION RECEIVED THROUGH YOUR EQUIPMENT, SERVICE, OR DATA CONNECTION.** Certain information you receive through your Equipment, Service, or Data Connection 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.

**21. YOUR RESPONSIBILITY TO PAY FOR YOUR SERVICE.** Depending on the Plan 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 service furnished by them that aren't expressly covered by a Plan.

**22. 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 cancel or suspend your Service. 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.

**23. YOUR RESPONSIBILITY TO TELL US RIGHT AWAY ABOUT DISPUTED CHARGES.** If you object to any fees or charges for Service, 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.

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

**25. 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.

**26. YOUR RESPONSIBILITY FOR OTHERS WHO USE THE SERVICE IN YOUR VEHICLE OR WITH YOUR PERSONAL IDENTIFICATION NUMBER.** YOU'RE SOLELY RESPONSIBLE FOR ANY USE OF YOUR VEHICLE OR THE SERVICE, EVEN IF YOU LATER CLAIM THE USE OF THE SERVICE WASN'T AUTHORIZED BY YOU. YOU'RE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE, THROUGH ONSTAR. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Vehicle. 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 Service for your Vehicle. If you use, or a driver or an occupant of your Vehicle uses, OnStar 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.

**27. YOUR RESPONSIBILITY FOR ALL TRANSACTIONS AND COMMUNICATIONS USING ONSTAR.** Any transaction with anyone but us that you carry out using the Equipment, Service, or Data Connection, and any use that you make of any information received from or through any Equipment, Service, or Data Connection is entirely your responsibility. You act at your own risk.

**28. OUR RIGHT TO DEACTIVATE THE DATA CONNECTION AND TO CANCEL OR SUSPEND YOUR SERVICE.** We reserve the right to deactivate the Data Connection to your vehicle at any time and for any reason or for no reason. We may cancel your Service without cause, in which case we will, where required, give you notice 30 days prior to the effective date of cancellation after which your account will be cancelled and your Service will no longer be available to you. This means that we can decide to cease providing the 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 Vehicle, and any unused OnStar Hands-Free Calling minutes, but not for Equipment. Also, we may cancel your Service without prior notice to you for any good cause. This means, for example, we can cancel 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 Service or wireless phone number is used for illegal or improper purposes. You don't have any right to have the 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 Service for any reason we could cancel it. We can also suspend it for network or Equipment 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 cancel it.

**29. TRANSFERRING PHONE NUMBERS FROM YOUR ONSTAR EQUIPMENT.** Where allowed, or required by law, and where technology permits, 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 Service (including OnStar Hands-Free Calling) after completion of the porting process. You may also have to take your Vehicle to a dealer to have your 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 canceling your Service.

**30. 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 the 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.

**31. WHAT IF YOU BUY OR LEASE A PRE-OWNED ONSTAR-EQUIPPED VEHICLE OR YOU SELL AN ONSTAR-EQUIPPED VEHICLE?** If you buy or lease a pre-owned OnStar-equipped Vehicle, 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 Vehicle or the OnStar account to the billing or email address currently on file with OnStar. Further, you promise to notify us as soon as possible if you sell your Vehicle or end its lease. If you sell or transfer your Vehicle and don't notify us, you'll remain responsible for all charges for any Services 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 Equipment before you sell or transfer your Vehicle. 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 Vehicle.

**32. YOUR PRIVACY.** OnStar's Privacy Statement sets forth all of the information about how OnStar collects, uses, and discloses your personal information, and provides other information relating to our privacy practices. The Privacy Statement can be found attached hereto as "Schedule A", on our Web site at <https://www.onstar.com/web/portal/privacy> or by contacting us. Below we describe and summarize some of the key provisions in our Privacy Statement, but we encourage you to periodically review the Privacy Statement to learn the full details of our privacy practices.

**YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO ADVISE ALL OCCUPANTS OF YOUR VEHICLE (INCLUDING OTHER DRIVERS AND OCCUPANTS WHO MAY BE IN THE VEHICLE WITHOUT YOU) HOW INFORMATION ABOUT THEM MAY BE COLLECTED, USED, AND DISCLOSED BY ONSTAR.**

The information we collect about you includes: your contact information (for example, your name, address, telephone number, and email address); your billing information (including your credit card number); information about the purchase or lease of your Vehicle (such as the VIN, make, model, year, date of purchase, and selling/preferred dealers); and other information that you voluntarily provide to us (including your language preference, license plate number, and emergency contact information).

The information we may collect from your Vehicle includes: information about your Vehicle's operation (for example, diagnostic trouble codes, oil life remaining, tire pressure, fuel economy, and odometer readings); information about crashes involving your Vehicle (including the direction from which your Vehicle was hit, which air bags have deployed, and safety belt usage); information about the use of the Vehicle's features (such as whether you have paired a mobile device with your Vehicle); and, information about when your Vehicle's ignition is turned on or off and when your fuel is refilled.

In the following limited circumstances, we may also collect the location and approximate speed of your Vehicle based on GPS: when there is a request for Service; when there is an air bag deployment or automatic crash response; when there is a request for Stolen Vehicle Assistance; when needed to protect the safety of you or others; when needed by us or our Service Providers for quality, research or troubleshooting purposes; as required by OnStar for the delivery of new or enhanced services that you have requested; as may be required by law; or for any purpose, at any time, provided that following collection of such location and speed information identifiable to your Vehicle, it is shared only on an anonymized basis.

OnStar may periodically or routinely collect information about you or your Vehicle in several different ways, including: from what you, your Vehicle Maker, our affiliates, or Vehicle dealers provide to us; from your use or purchase of our Services; from correspondence between us; from OnStar Web pages you visit; from our Service Providers; from third-party data providers; and from your Vehicle itself when your OnStar Equipment is enabled, or if OnStar has a Data Connection (even if you do not have a Plan).

You agree that we can, subject to applicable law, use this information to: provide Service to you (including checking and maintaining the OnStar Equipment); to manage or operate the Data Connection; to communicate with you about your account; for troubleshooting, analysis, or research purposes; to enhance or improve the quality of our Services and offerings; as required by law; to protect the safety of you or others; to prevent fraud or misuse of the Service; to allow us (and our affiliates), your Vehicle Maker, and Vehicle dealers to offer you new or additional products or services; and for other purposes provided the information is anonymized.

You also agree that we can, subject to applicable law, share information about you or your Vehicle with our Service Providers; credit card processors; data management companies; and others as may be required to provide the Service, to manage or operate the Data Connection, to protect the safety of others, or as may be required by law.

You also consent to us sharing information about you or your Vehicle with the following (this does not include the sharing, other than on an anonymized basis, of location or speed of your Vehicle, or your safety belt usage or credit card information): your Vehicle Maker, to enable it to evaluate or research the safety, quality, usage, and functionality of its products or services, to contact you with important information about your Vehicle or for marketing purposes; and our affiliates, to enable them to provide Service or the Data Connection, or to evaluate or research the safety, quality, usage, and functionality of the Equipment, Service, or Data Connection. We may also share information with: Vehicle dealers, to assist in servicing your Vehicle, or for marketing purposes; your satellite radio provider or our wireless Service Providers, to enable them to contact you with important information about your satellite or wireless services or for marketing purposes in connection with the services they provide; with third parties with whom we contract with to conduct joint marketing initiatives; with your fleet company (if you drive a Vehicle that is

part of a fleet); with a rental company (if you drive a rental Vehicle); and any third party provided the information is anonymized.

There may be instances where we sell some or all of our business operations. To the extent that the business operation that is sold relates to the Equipment, Service, or Data Connection, we may transfer your information as part of the transferred assets.

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.

**33. YOUR INTERACTIONS WITH ONSTAR ADVISORS.** We may record and monitor conversations between you and OnStar Advisors, emergency Service Providers, law enforcement, 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 request for Service. We may also randomly monitor your interactions with OnStar's automated services for training or quality improvement purposes. OnStar is not required to release any audio or physical records that are created as part of the Service without a subpoena (unless otherwise required by law).

**34. 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 the Service or Data Connection.** You may have a warranty on OnStar Equipment or other equipment from the maker of your Vehicle, but not from us. In addition, we cannot promise uninterrupted or problem-free Service or Data Connection, 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 THE SERVICE OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT. THIS MEANS, AMONG OTHER THINGS, NO REPRESENTATIONS, CONDITIONS, OR 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.**

**35. 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 VEHICLE, 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 EQUIPMENT, SERVICE, OR DATA CONNECTION, including but not limited to injuries to persons or property arising out of the 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 THE 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 OR EXEMPLARY 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 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 Vehicle, 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 the Service, Equipment, or Data Connection.

NOTE: Some jurisdictions 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.

36. YOUR RESPONSIBILITY FOR INSURANCE. All Services are intended as a convenience. The payments you make for those Services aren't related to the value of your Vehicle 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 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.

37. YOUR RESPONSIBILITY FOR PAYMENT IN SOME CIRCUMSTANCES. In order to get 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 OBTAINED IN CONNECTION WITH THE EQUIPMENT, SERVICE, OR DATA CONNECTION; (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 THE SERVICE OR DATA CONNECTION, 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.

38. HOW WE'LL RESOLVE DISPUTES BETWEEN US. IF YOU AND WE HAVE A DISAGREEMENT RELATED TO YOUR EQUIPMENT, SERVICE, OR DATA CONNECTION, 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 THREE 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](http://WWW.ADR.ORG)) OR THE BBB ([WWW.BBB.ORG](http://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 UNENFORCEABLE 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.

39. **THE LAW THAT GOVERNS OUR RELATIONSHIP.** To the fullest extent permitted by law, this agreement and any disputes arising out of or relating to it, including without limitation extra-contractual, tort, misrepresentation, or statutory claims, will be governed by the laws of the state of your OnStar billing address without regard to the conflict of laws rules or principles of that state, except to the extent that such state's law is preempted by federal law. If you move your Vehicle purchased or leased in the United States to another country where OnStar is provided, the Equipment, Services, and Data Connection 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 Web site or by pushing the blue OnStar button in your Vehicle and asking your OnStar Advisor.

40. **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 OUR WEB SITE. 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 VEHICLE, OR WHEN YOU OR ANY ADULT IN YOUR ONSTAR-EQUIPPED VEHICLE ACCESSES ANY 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 the Service, or to the prices we charge for the Service, we will also post that change in writing on the OnStar Web site. ANY ORAL NOTICE FROM YOU WILL BE CONSIDERED GIVEN WHEN YOU PROVIDE IT TO US AT 1.888.4.ONSTAR (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.

41. 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 Vehicle aware of our rights and subject to the limitations of this agreement.

42. 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.

43. 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.

44. 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 Web site 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. 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 WITH 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

## Privacy Statement

Effective as of December 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 business, including the protection of your personal 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 and their Vehicles through a number of ways, including: when there is an active Data Connection to your Vehicle, through any use of the Service, our Web site, or any communications between us. We understand there may be others who use your Vehicle or your Service, and we want you to understand the importance of telling all occupants of your Vehicle (including other drivers and occupants who may be in the Vehicle without you) or those who use the Service or Data Connection about how their information may be collected, used, or disclosed by OnStar. All capitalized terms not expressly defined in this privacy statement have the same meanings as defined in the Terms and Conditions.

**Unless the Data Connection to your Vehicle is deactivated, data about your Vehicle will continue to be collected even if you do not have a Plan. It is important that you convey this to other drivers, occupants, or subsequent owners of your Vehicle. You may deactivate the Data Connection to your Vehicle at any time by contacting an OnStar Advisor.**

If you purchase or enroll in additional Services such as OnStar Vehicle Diagnostics, you should read this privacy statement alongside any specific privacy practices for those particular Services.

### 1. INFORMATION ONSTAR COLLECTS

#### A. 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 the purchase or lease of your Vehicle, such as the vehicle identification number (VIN), make, model, year, and date of purchase or lease and selling/preferred dealer; and
- other information that you voluntarily provide to us (such as your language preference, your license plate number, and/or your emergency contact information).

The information we may collect from your Vehicle includes:

- information about your Vehicle's operation, including such things as diagnostic trouble codes, oil life remaining, tire pressure, fuel economy, and odometer readings;
- information about crashes involving your Vehicle, including the direction from which your Vehicle was hit, which air bags have deployed, and safety belt usage;
- information about your use of the Vehicle and its features, such as whether you have paired a mobile device with your Vehicle;
- information about when your Vehicle's ignition is turned on or off and when your fuel is refilled; and
- in the limited circumstances listed below, the location and the approximate speed of your Vehicle based on GPS:
  - when there is a request for Service (for example, when you request driving directions);
  - when there is an air bag deployment or 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 Vehicle);
  - when needed to protect the safety of you or others (for example, to locate a missing person);
  - when needed by us, or our Service Providers, for our quality, research, or troubleshooting purposes;
  - as required by OnStar for the delivery of new or enhanced services that you have requested;
  - as required by law; or
  - for any purpose, at any time, provided that following collection of such location and speed information identifiable to your Vehicle, it is shared only on an anonymized basis.

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.

## **B. How does OnStar collect my information?**

OnStar collects information about you and your Vehicle in several different ways, including:

- from what you, your Vehicle Maker, our affiliates, and Vehicle dealers provide to us;
- from your use or purchase of OnStar Services;
- from correspondence between us;
- from OnStar Web pages you visit;
- from our wireless Service Providers, your satellite radio provider, third-party data providers, and any other Service Provider; and
- from your Vehicle itself when the Equipment is enabled, or when there is a Data Connection (even if you do not have a Plan).

## 2. HOW WE USE THE INFORMATION WE COLLECT

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

- to provide Service to you, including checking and maintaining your Equipment;
- to manage or operate the Data Connection;
- to communicate with you about your account;
- for troubleshooting, analysis, and research purposes;
- to enhance and improve the quality of our Service and offerings;
- as required by law;
- to protect the safety of you or others;
- to prevent fraud or misuse of the Service;
- to allow us, our affiliates, your Vehicle Maker, and Vehicle dealers to offer you new or additional products or services; and
- for other purposes, provided the information is anonymized.

## 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.

### A. We share selected information with the following third parties:

- roadside assistance providers;
- emergency Service Providers;
- law enforcement or other public safety officials;
- our wireless Service Providers;
- your satellite radio provider;
- credit card processors;
- data management companies; and
- others as may be required to provide Service, to manage or operate the Data Connection, to protect the safety of you or others, or as required by law.

### B. We may also share information we collect about you or your Vehicle with the following (this does not include the sharing, other than on an anonymized basis, of the location or speed of your Vehicle, or your safety belt usage or credit card information):

- your Vehicle Maker, to enable it to evaluate or research the safety, quality, usage, and functionality of its vehicles, to contact you with important information about your Vehicle, or for marketing purposes;
- our affiliates, to enable them to provide Service or Data Connection, to evaluate or research the quality, usage, and functionality of Equipment, Service, or Data Connection, to contact you with important information about your Vehicle, or for marketing purposes;
- Vehicle dealers to assist in servicing your Vehicle, or for marketing purposes;
- your satellite radio provider and our wireless Service Providers, to enable them to contact you with important information about your satellite or wireless services or for marketing purposes;

- third parties with whom we contract with to conduct joint marketing initiatives with OnStar;
- your fleet company, if you drive a Vehicle that is part of a fleet;
- your rental company, if you drive a rental Vehicle; and
- any third party, provided the information is anonymized.

Your Vehicle Maker may obtain information from your Vehicle independently from OnStar. Please refer to your owner's manual and Vehicle Maker's privacy statement for additional information.

There may be instances where we sell some or all of our business operations. To the extent that the business operation that is sold relates to the Equipment, Service or Data Connection, we may transfer your information as part of the transferred assets.

### **Does OnStar share or sell anonymized information?**

Anonymized information is data that can no longer be identified as belonging to you or your Vehicle. We may share or sell anonymized data (including location, speed, and safety belt usage) with third parties for any purpose, which may prove useful for such things as research relating to public safety or traffic services.

***We will comply with all laws regarding notifying you and obtaining your consent before we collect, use, or share information about you or your Vehicle 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), you may contact us to discuss your options or to obtain further information by pressing the blue OnStar button in your Vehicle, or by calling 1.888.4.ONSTAR (1.888.466.7827).

### **Can I choose my communication preferences?**

We use a number of methods to contact you to tell you about Services and offerings 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 from us and that you may prefer to be communicated to via one particular method, 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.

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 Equipment in your Vehicle to provide you with information regarding important Service or account issues or to notify you about the cancellation of your Service or the deactivation of the Data Connection. 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 PERSONAL INFORMATION**

#### **Do I have access to my personal information?**

We provide quick, convenient access to your personal information on our Web site or by phone. If you would like to access or ensure accuracy of your information, you can contact an OnStar Advisor from your Vehicle, call 1.888.4.ONSTAR, or visit our Web site at [www.onstar.com](http://www.onstar.com).

#### **Can I obtain a copy of personal information about my account or my Service events?**

You can request a copy of information relating to your account or Service event by calling 1.888.4.ONSTAR.

### **6. SAFEGUARDING YOUR PERSONAL INFORMATION**

#### **Where is my information processed or stored?**

OnStar and its Service Providers may process and store information about you or your Vehicle in the United States, Canada, or other jurisdictions from which the Services or Data Connection will be provided and where the privacy laws may differ from those in the United States. Information may be available to government or its agencies in the country where the data is processed or stored under a lawful requirement in that country.

#### **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 credit or debit card information, is encrypted when transmitted between your computer and our Web site servers via the Internet.

If a third-party Service Provider is used to provide the Data Connection or 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 or Data Connection.

For certain Services, such as door unlocks, we will 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 Web site. 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 Service and possibly incur charges on your account). It is important that you maintain the confidentiality regarding your PIN, username, and password at all times as we cannot be responsible for any unauthorized use of OnStar 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.

We provide Service 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 Web sites. 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 for example, 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 Web sites. In serving OnStar advertisements, these companies may use cookies and other tracking devices to collect certain information about your visits to other Web sites (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 be able to change your preferences regarding your cookies. Please refer to your browser Help instructions to learn more about cookies and how to manage their use.

## **8. HOW TO CONTACT US WITH QUESTIONS ABOUT OUR PRIVACY PRACTICES**

For answers to frequently asked questions about our privacy practices, please visit our Web site. 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](mailto: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 privacy statement from time to time as our business and Services expand, or if we are required to do so by law. If we do, we will post the most up-to-date version on our Web site so you should periodically check our Web site for any updates.

If we make any change which materially affects our privacy practices regarding the collection, use, or disclosure of your personal 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 our Web site.