



Terms and Conditions of Your OnStar® Service

Effective as of February, 2008

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, past, present, and future, 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 430627, Pontiac, Michigan 48343.

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 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. All **OnStar** service is payable 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 **Hands-Free Calling** to your **OnStar Plan** (although it isn’t available everywhere or on all Cars). **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 **Hands-Free Calling**. A package of **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 www.onstar.com, or pressing your blue **OnStar** button. We have the right to change prices for packages of **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 **Hands-Free Calling** minutes. Unless prohibited by law, minutes for **Hands-Free Calling** are non-refundable and are generally good for one year after you buy them, so long as you still have a current **OnStar Plan**. 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 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. You won't be entitled to any other refunds for **OnStar** service, **OnStar Equipment** or for **Hands-Free Calling minutes**. If you cancel service, we have the right to turn off 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 **Hands-Free Calling** by going to www.onstar.com, by calling us, or by pressing the blue **OnStar** button in your Car and asking an 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 **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; SERVICE LIMITS.** We can change your **OnStar** agreement at any time, after giving 30 days notice to you (or such longer period as required by law). This includes changing any or all of this agreement, even the prices and services provided. If any such change materially affects your rights under this agreement, or negatively impacts your service in a material way, or results in higher costs charged you by **OnStar**, we will provide you with notice of such change in writing. We will notify you of any other changes by publishing a notice of the change or a revised version of these terms and conditions on the **OnStar** website. We are allowed to place usage limits or create tiered pricing plans for any **OnStar** service. If we place usage limits or tiered pricing plans for any **OnStar** service and if you 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. **AFTER RECEIVING ANY NOTICE, YOU MAY CANCEL YOUR ONSTAR AGREEMENT OR AGREE TO THE CHANGE. IF YOU DON'T CANCEL YOUR ONSTAR AGREEMENT WITHIN 30 DAYS OF THE NOTICE YOU'RE AGREEING TO THE CHANGE AND IT BECOMES PART OF THE 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, by calling us, or by pressing the blue **OnStar** button in your Car and asking an Advisor.
10. **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.

The **OnStar** crash notification system works differently in different Cars depending on the electrical architecture of the Car and the version of **OnStar Equipment** in the Car. For example, in the event of a crash, in some Cars, the Car will send the **OnStar** call center a crash notification only if the Car's airbags deploy. In other Cars, a crash notification signal will be sent even if the airbags do not deploy if the Car has Automatic Crash Response technology and certain sensors in the Car are triggered. **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 or modify any equipment or software in your Car including 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. **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.

11. **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 (including Her Majesty the Queen in Right of Canada), public safety answering points, emergency responders and Service Providers (such as police, fire and ambulance), towing companies, Car makers, distributors and dealers.

12. **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 when you ask for it 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 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 told us

that you are deaf or hard of hearing). 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 notification signal from your Car.

13. **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 you've stored on the **OnStar Equipment** in your Car such as **Hands-Free Calling** name tags you've created. 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. Except for **OnStar's** first version of **OnStar Equipment**, the **OnStar Equipment** does not work with another company's wireless service.

14. **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.

15. **CAUTIONS ABOUT A CHANGE IN OnStar SERVICE IN 2008.** The **OnStar Equipment** in some 2004 or later Cars uses both digital and analog wireless technology. Other **OnStar Equipment** uses only analog wireless technology. The Federal Communications Commission has decided that, after 2007, wireless Service Providers (including the ones who work with us), don't have to provide service for the analog wireless network. As a result, our wireless Service Providers won't continue to provide analog service after 2007. This means that beginning January 1, 2008, **OnStar** won't provide service for analog-only **OnStar Equipment**. **IF YOU DON'T HAVE DIGITAL OnStar Equipment, YOUR OnStar SERVICE WON'T WORK AFTER THAT DATE.**

16. **SOME OTHER DETAILS ABOUT Hands-Free Calling AND OnStar Virtual Advisor.** For **Hands-Free Calling** to work, you must have a current **OnStar Plan** and your Car must have **OnStar Equipment that is capable of Hands-Free Calling**. You also have to be in an area where **Hands-Free Calling** is available. Most calls using **Hands-Free Calling** will reduce your package of minutes. **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 10 OR 35 SECONDS (DEPENDING ON YOUR OnStar Equipment).** 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 **Hands-Free Calling** system in your Car has been enabled, it is capable of calling 9-1-1 if the public safety answering point where you are is capable of receiving such calls.

If you have **Hands-Free Calling**, you can use **OnStar Virtual Advisor**. This is a feature that allows you to receive traffic and weather reports for your location and other information. Calls to **OnStar Virtual Advisor** usually use **Hands-Free Calling** minutes, but no other charges apply.

17. **COMBINED PLAN WITH A HANDHELD PHONE.** **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 **Hands-Free Calling** (using minutes you purchase in advance from us) or **Virtual Advisor** 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. 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 Car remotely to assist law enforcement in its recovery. **OnStar** may also slow down your Car 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 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 try. 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 may 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 next to 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. It 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 (if applicable), at the time of your next scheduled payment date. 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. 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 BILLING DISPUTES.** If you object to any fees or charges for services billed by or through us, 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, FEES, AND SURCHARGES.** You promise to pay all taxes, fees, and surcharges set by the government and charged to you by us. We may not tell you in advance of changes to these items.

26. **YOUR RESPONSIBILITY TO PAY FOR OTHER FEES AND CHARGES.** For some **OnStar** services, we may charge additional fees related to our costs (or the costs of our wireless Service Providers) to comply with government regulations. These can include items such as Federal Universal Service Charges and other charges related to governmental costs. We or our wireless Service Providers set these charges. They aren't taxes, aren't required by law, are kept by us or our wireless Service Providers in whole or in part, and are subject to change.

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 **ONSTAR** SERVICE IN YOUR CAR, EVEN IF YOU AREN'T THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WASN'T AUTHORIZED. 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, you will be responsible for any damages owed by **OnStar** as a result of such use.

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 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, other than any payment that was included in the purchase or lease price of your Car, and any unused **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 **Hands-Free Calling** to another Service

Provider. You may not, however, transfer a wireless phone number issued by us from one **OnStar**-equipped vehicle to another. 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 **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.

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 **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 SELL YOUR CAR?** 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 **Hands-Free Calling** name tags and destination name tags that you store on your **OnStar** system before you sell or transfer your Car.

33. **YOUR PRIVACY.** We collect information about you and your Car several different ways: from what you, your Car dealer and Car maker provide to us when you register for any **OnStar** service or buy or lease your Car; from your use of the Services; from **OnStar** web pages you visit; from calls or emails between us; from our wireless Service Providers and your satellite radio providers; and from your Car itself when your **OnStar Equipment** is active. **THE INFORMATION WE MAY GET ABOUT YOU INCLUDES THINGS SUCH AS YOUR ADDRESS, PHONE NUMBER, EMAIL ADDRESS, LANGUAGE PREFERENCE, AND WHETHER YOU ARE DEAF OR HARD OF HEARING. THE INFORMATION WE MAY GET FROM YOUR CAR INCLUDES THINGS SUCH AS DATA ABOUT ITS OPERATION (such as diagnostic trouble codes, oil life remaining and odometer reading); ABOUT YOUR USE OF ONSTAR SERVICES; ABOUT WHERE YOUR CAR IS JUST BEFORE AND DURING REQUESTS FOR LOCATION INFORMATION OR ONSTAR SERVICES THAT INVOLVE A WIRELESS CONNECTION TO YOUR CAR; AND (DEPENDING ON YOUR ONSTAR EQUIPMENT) DATA ABOUT ACCIDENTS INVOLVING YOUR CAR (for example, the direction from which your Car was hit and which air bags have deployed).** If you enroll in the **OnStar Vehicle Diagnostic** service, we will collect information from your Car on a periodic basis.

You agree that we can, subject to applicable law, use any of this information to: (a) provide **OnStar** services to you, your Car, or managers of fleets of Cars (including sharing that information with roadside assistance providers, emergency Service Providers, or others, as needed); (b) communicate with you about your account; (c) check or maintain your **OnStar Equipment**; (d) provide information to the maker of your Car about the Car's performance, about aggregate product usage, and to enable the maker of your Car to comply with law; (e) help you or managers of fleets of Cars (if your Car is part of a fleet) to maintain the Car; (f) provide information to your rental Car company for the purpose of providing **OnStar** services requested by you and to enable them to bill you for those **OnStar** services; (g) evaluate and improve our service; (h) enforce this agreement with you or others; (i) prevent fraud or misuse of **OnStar** service; (j) comply with legal requirements, including valid court orders showing probable cause in criminal investigations; (k) protect the rights, property, or safety of you or others; (l) offer you new or additional products or services; (m) confirm your eligibility in Car insurance discount programs you've applied for; (n) perform market research; or (o) provide you with information about the maintenance needs of your Car by emailing you your **OnStar Vehicle Diagnostics** report.

You also agree that we can, subject to applicable law, 1) share your email address, including any email address collected through the **OnStar Vehicle Diagnostics Program**, with the maker of your Car (and its subsidiaries and affiliates); 2) share your other contact information, information about your current **OnStar** services, your Car's vehicle identification number, and information about the use of your Car's features with the maker of your Car (and its subsidiaries and affiliates), Car dealers, your satellite radio providers and, our wireless Service Providers for purposes of offering you products and services; and 3) share your **OnStar** subscription status with companies with whom we have business relationships to determine eligibility in discount programs you've requested from those companies.

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. We may communicate with you about your **OnStar** service by providing you with messages through the **OnStar** system in your Car. If you do not notify **OnStar** of a sale or transfer of your Car, **OnStar** may continue to send **OnStar Vehicle Diagnostics** reports or other information about the Car or the **OnStar** account to the billing or email address currently on file with **OnStar**. In such case, **OnStar** is not responsible for any privacy related damages you may suffer.

For more information, please see our Privacy Statement at www.onstar.com.

34. **YOUR INTERACTIONS WITH OnStar ADVISORS.** We may record and monitor conversations between you and our Advisors, emergency Service Providers, or the police to maintain or improve the quality of **OnStar** service, for subscriber issue resolution, for training purposes, or to promote and provide **OnStar** service. Please note that our **OnStar** Advisors may also 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 such as **OnStar** Virtual Advisor for quality improvement purposes. **OnStar** will not 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 (INCLUDING THE QUEEN IN RIGHT OF CANADA), 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** 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. Except for any credits provided voluntarily by us for a dropped call, or credits for interrupted service as described above, 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**, INCLUDING HER MAJESTY THE QUEEN IN RIGHT OF CANADA, 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, loss of property, and other risks. 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 RESPONSIBILTY 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, INCLUDING HER MAJESTY THE QUEEN IN RIGHT OF CANADA, 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 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. 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.

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.

41. **HOW WE CAN COMMUNICATE WITH EACH OTHER.** 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. ANY WRITTEN NOTICE FROM US REQUIRED BY THIS AGREEMENT 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. ANY ORAL NOTICES WILL BE CONSIDERED GIVEN WHEN WE call you or when you call 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 YOU PRESS THE BLUE **ONSTAR** BUTTON AND speak with AN **OnStar** ADVISOR. To review the **OnStar Privacy Statement** and other information, you can also visit www.onstar.com.

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. 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 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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