RemoteLink User Terms (iOS) - Canada

Welcome to RemoteLink! RemoteLink is a service provided by General Motors of Canada Company (formerly known as General Motors of Canada Limited) operating as OnStar, or its affiliates ("OnStar" or "we" or "us"), that allows you, through the authorized Apple device that you own or are the authorized user (your "Device"), to view diagnostic information of your OnStar-equipped eligible vehicle (your "Vehicle") and to issue commands to your Vehicle, such as door lock/unlock and remote engine start commands (if your Vehicle has these automated features). These services (the "RemoteLink Services") may be available while your Vehicle is connected to OnStar through the OnStar Basic Plan, through a service trial period that we may offer from time to time, or through a paid service plan. If your Vehicle is only connected through the OnStar Basic Plan (which is available for the first five years after the original Vehicle purchase date), only a limited set of the RemoteLink Services (referred to as "KeyFob Services") are available for properly equipped Vehicles. To find out the availability of services for your Vehicle, and the remaining term in your 5 years of KeyFob Services, contact us as set out below. Further details and limitations of the RemoteLink Services and the KeyFob Services are available at www.onstar.com/remotelink.

When you click “I Accept”, or when you access or use the RemoteLink Services on your Device, you agree to the following:

- The OnStar User Terms located at https://www.onstar.com/web/portal/termsconditions?q=1 as supplemented by these RemoteLink User Terms (the “Terms”) are binding between you and us and govern your access and use of the RemoteLink Services and all other OnStar Services you use. For clarity, the term “Services” in the OnStar User Terms includes the RemoteLink Services, “Connected Device” includes your Device, “Agreement” includes these Terms, and “Software” includes the RemoteLink application that you downloaded to your Device (the “Application”). You should carefully review the OnStar User Terms, summarized below, before accessing or using the RemoteLink Services. We may amend the Terms on the same basis as are set out in the OnStar User Terms;

- It is your responsibility to ensure that all users of your Vehicle know that anyone with access to the RemoteLink Services through your Device may be able to access information about your OnStar account and your Vehicle;

- You will only use the RemoteLink Services when it is safe to do so, in compliance with the law and these Terms;

- You will not use the RemoteLink Services to harass or harm any person, or for any improper, unlawful, or unauthorized purpose (including the unauthorized uses described in Sections 18 and 20 of the OnStar User Terms);

- You may cancel the RemoteLink Services at any time by contacting us at 1-888-4-ONSTAR. You cannot cancel Services simply by Uninstalling the Application from your Device. We may cancel the RemoteLink Services as set out in the OnStar User Terms. Cancellation of the RemoteLink Services does not cancel or terminate the OnStar User Terms with respect to any other OnStar Services;

- If you sell or transfer your Vehicle, you must notify us by pressing the blue OnStar button in your Vehicle or by calling us at 1-888-4-ONSTAR and you must stop using Services for that Vehicle. You may not use the RemoteLink Services in respect of a Vehicle for which you are not the owner or authorized by the owner, and doing so may result in civil liability and/or criminal charges;

- We may collect, use, and share information about you, including the location of your Device or your Vehicle as described in the RemoteLink Privacy Statement available at https://www.onstar.com/web/portal/privacy?g=1 This includes the Collection of information relating to the geographic location and speed of your vehicle and/or your device;

- If a dispute arises, you will resolve it with us through individual arbitration as set out in the OnStar User Terms;

- We are not responsible for the acts of third parties who may access the RemoteLink Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the RemoteLink Services and your information;

- The following section does not limit Section 10 of Quebec’s Consumer Protection Act, if such legislation is otherwise applicable. Your use of the RemoteLink Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, such as the wireless services provided for your Device by your wireless carrier, and map and data services provided by Telenav, Inc that are governed by terms posted at www.telenav.com/legal/terms/gm/. We cannot guarantee the reliability or security of these third party services and we are not responsible for any damages caused by these third party services, such as any loss of personal information through third party network services;

- These terms grant you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the RemoteLink Services solely with your Device, throughout the United States and Canada, subject to your compliance with the Agreement. The Application is licensed, not sold, to you, solely for your personal use. OnStar retains all right, title, and interest in and to the Application, the RemoteLink Services and all related data and information, including intellectual property and proprietary rights and interests;

- In the event of any conflict between these Terms and the OnStar User Terms, these Terms will govern for any access or use of the RemoteLink Services. The reference
to “Connected Device” in Section 15.2 and in the last subsection of Section 18 of the OnStar User Terms does not apply to your Device;

• You are entering into the Agreement, including these Terms, with OnStar and not with Apple Inc. (“Apple”). However, Apple and its subsidiaries are third party beneficiaries of the Agreement, and Apple may enforce the Agreement. We are solely responsible, as provided in these Terms, for the Application and its associated information; Apple makes no warranty with respect to the Application or the information and has no obligation whatsoever to furnish any maintenance and support services for the Application. Apple is not responsible for addressing any claims relating to the Application or its associated information or your possession or use of the Application, including but not limited to: (i) product liability claims, (ii) any claims that the Application fails to conform to any legal or regulatory requirement, and (iii) claims arising under consumer protection and similar legislation. If a third party claims that the Application, its associated information, or your possession or use of the Application or associated information infringes a third party’s intellectual property rights, Apple is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge that you have reviewed the App Store Terms located online at http://www.apple.com/legal/itunes/us/terms.html#APPS and that you shall comply with such terms;

• Our liability to you, and your recourse against us, for the RemoteLink Services are limited as set out in the OnStar User Terms.

If you have any questions, comments or complaints regarding the RemoteLink Services, or you want to cancel the RemoteLink Services, feel free to contact us at any time by pressing the blue OnStar button in your OnStar equipped Vehicle, emailing us at TTY® OnStar.com, mailing us at OnStar Subscriber Services, P.O. Box 455 Station A, Windsor, ON N9A 6L7, or calling us at 1.888.4.ONSTAR (1.888.466.7827), or for TTY users (hearing/speech impaired): 1.877.248.2080.

Ce document est également disponible en français.

Summary of OnStar User Terms

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

• You will only use the Services when it is safe to do so, and you will only use them in compliance with the law and the OnStar User Terms;

• If others use the Services through your user account or Vehicle, you will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;

• We may suspend or discontinue your access to some or all of the Services;

• We may access, modify, update, or upgrade the software used to deliver the Services or used by your Vehicle operating system, or used in any pre-installed mobile app without additional notice or consent as more specifically provided for in the OnStar Software Terms;

• We have certain rights to use and share the information or materials you provide us, as defined in these User Terms and the OnStar Privacy Statement;

• If you access or use any third party products or services, the terms associated with those third party products or services will also apply, and you will not hold OnStar responsible for your access or use;

• The Services are provided “as is” and are limited by matters outside our control. Unless expressly provided in the OnStar User Terms, we make no representations, conditions or warranties for the Services or for their availability, and we are not liable for those third party products or services;

• We may modify the OnStar User Terms at any time and the modifications will become effective upon posting on our Website or when we notify you, whichever occurs first.

RemoteLink User Terms (Android) - Canada

Welcome to RemoteLink! RemoteLink is a service provided by General Motors of Canada Company (formerly known as General Motors of Canada Limited) operating as OnStar, or its affiliates (“OnStar” or “we” or “us”), that allows you, through the Android device that you own or are the authorized user (your “Device”), to view diagnostic information of your OnStar-equipped eligible vehicle (your “Vehicle”) and to issue commands to your Vehicle, such as door lock/unlock and remote engine start commands (if your Vehicle has these automated features). These services (the “RemoteLink Services”) may be available while your Vehicle is connected to OnStar through the OnStar Basic Plan, through a service trial period that we may offer from time to time, or through a paid service plan. If your Vehicle is only connected through the OnStar Basic Plan (which is available for the first five years after the original Vehicle purchase date), only a limited set of the RemoteLink Services (referred to as “KeyFob Services”) are available for properly equipped Vehicles. To find out the availability of services for your Vehicle, and the remaining term in your 5 years of KeyFob Services, contact us as set out below. Further details and limitations of the RemoteLink Services and the KeyFob Services are available at www.onstar.com/remotelink.

When you click “I Accept”, or when you access or use the RemoteLink Services on your Device, you agree to the following:

• The OnStar User Terms located at https://www.onstar.com/web/portal/termsconditions?g=1 as supplemented by these RemoteLink User Terms (the “Terms”) are binding between you and us and govern your access and use of the RemoteLink Services and all other OnStar Services you use. For clarity, the term
“Services” in the OnStar User Terms includes the RemoteLink Services, “Connected Device” includes your Device, “Agreement” includes these Terms, and “Software” includes the RemoteLink application that you downloaded to your Device (the “Application”). You should carefully review the OnStar User Terms, summarized below, before accessing or using the RemoteLink Services. We may amend the terms on the same basis as are set out in the OnStar User Terms;

- It is your responsibility to ensure that all users of your Vehicle know that anyone with access to the RemoteLink Services through your Device may be able to access information about your OnStar account and your Vehicle;

- You will only use the RemoteLink Services when it is safe to do so, in compliance with the law and these Terms;

- You will not use the RemoteLink Services to harass or harm any person, or for any improper, unlawful, or unauthorized purpose (including the unauthorized uses described in Sections 18 and 20 of the OnStar User Terms);

- You may cancel the RemoteLink Services at any time by contacting us at 1-888-4-ONSTAR. You cannot cancel Services simply by Uninstalling the Application from your Device. We may cancel the RemoteLink Services as set out in the OnStar User Terms. Cancellation of the RemoteLink Services does not cancel or terminate the OnStar User Terms with respect to any other OnStar Services;

- If you sell or transfer your Vehicle, you must notify us by pressing the blue OnStar button in your Vehicle or by calling us at 1-888-4-ONSTAR and you must stop using Services for that Vehicle. You may not use the RemoteLink Services in respect of a Vehicle for which you are not the owner or authorized by the owner, and doing so may result in civil liability and/or criminal charges;

- We may collect, use, and share information about you, including the location of your Device or your Vehicle as described in the RemoteLink Privacy Statement available at https://www.onstar.com/web/portal/privacy?g=1 THIS INCLUDES THE COLLECTION OF INFORMATION RELATING TO THE GEOGRAPHIC LOCATION AND SPEED OF YOUR VEHICLE AND/OR YOUR DEVICE;

- If a dispute arises, you will resolve it with us through individual arbitration as set out in the OnStar User Terms;

- We are not responsible for the acts of third parties who may access the RemoteLink Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the RemoteLink Services and your information;

- The following section does not limit Section 10 of Quebec’s Consumer Protection Act, if such legislation is otherwise applicable. Your use of the RemoteLink Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, such as the wireless services provided for your Device by your wireless carrier, and map and data services provided by Telenav, Inc that are governed by terms posted at www.telenav.com/legal/terms/gm/. We cannot guarantee the reliability or security of these third party services and we are not responsible for any damages caused by these third party services, such as any loss of personal information through third party network services;

- These terms grant you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the RemoteLink Services solely with your Device, throughout the United States and Canada, subject to your compliance with the Agreement. The Application is licensed, not sold, to you, solely for your personal use. OnStar retains all right, title, and interest in and to the Application, the RemoteLink Services and all related data and information, including intellectual property and proprietary rights and interests;

- In the event of any conflict between these Terms and the OnStar User Terms, these Terms will govern for any access or use of the RemoteLink Services. The reference to “Connected Device” in Section 15.2 and in the last subsection of Section 18 of the OnStar User Terms does not apply to your Device; and

- Our liability to you, and your recourse against us, for the RemoteLink Services are limited as set out in the OnStar User Terms.

If you have any questions, comments or complaints regarding the RemoteLink Services, or you want to cancel the RemoteLink Services, feel free to contact us at any time by pressing the blue OnStar button in your OnStar equipped Vehicle, emailing us at TTY@OnStar.com, mailing us at OnStar Subscriber Services, P.O. Box 455 Station A, Windsor, ON N9A 6L7, or calling us at 1.888.4.ONSTAR (1.888.466.7827), or for TTY users (hearing/speech impaired): 1.877.248.2080.

Ce document est également disponible en français.

Summary of OnStar User Terms

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

- You will only use the Services when it is safe to do so, and you will only use them in compliance with the law and the OnStar User Terms;

- If others use the Services through your user account or Vehicle, you will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;

- We may suspend or discontinue your access to some or all of the Services;
• We may access, modify, update, or upgrade the software used to deliver the Services or used by your Vehicle operating system, or used in any pre-installed mobile app without additional notice or consent as more specifically provided for in the OnStar Software Terms;

• We have certain rights to use and share the information or materials you provide us, as defined in these User Terms and the OnStar Privacy Statement;

• If you access or use any third party products or services, the terms associated with those third party products or services will also apply, and you will not hold OnStar responsible for your access or use;

• The Services are provided “as is” and are limited by matters outside our control. Unless expressly provided in the OnStar User Terms, we make no representations, conditions or warranties for the Services or for their availability, and we are not liable for the use or any lack of availability of the Services; and

• We may modify the OnStar User Terms at any time and the modifications will become effective upon posting on our Website or when we notify you, whichever occurs first.

RemoteLink User Terms (Blackberry) - Canada

Welcome to RemoteLink! RemoteLink is a service provided by General Motors of Canada Company (formerly known as General Motors of Canada Limited) operating as OnStar, or its affiliates (“OnStar” or “we” or “us”), that allows you, through the Blackberry device that you own or are the authorized user (your “Device”), to view diagnostic information of your OnStar-equipped eligible vehicle (your “Vehicle”) and to issue commands to your Vehicle, such as door lock/unlock and remote engine start commands (if your Vehicle has these automated features). These services (the “RemoteLink Services”) may be available while your Vehicle is connected to OnStar through the OnStar Basic Plan, through a service trial period that we may offer from time to time, or through a paid service plan. If your Vehicle is only connected through the OnStar Basic Plan (which is available for the first five years after the original Vehicle purchase date), only a limited set of the RemoteLink Services (referred to as “KeyFob Services”) are available for properly equipped Vehicles. To find out the availability of services for your Vehicle, and the remaining term in your 5 years of KeyFob Services, contact us as set out below. Further details and limitations of the RemoteLink Services and the KeyFob Services are available at www.onstar.com/remotelink.

When you click “I Accept”, or when you access or use the RemoteLink Services on your Device, you agree to the following:

• The OnStar User Terms located at https://www.onstar.com/web/portal/termsconditions?g=1 as supplemented by these RemoteLink User Terms (the “Terms”) are binding between you and us and govern your access and use of the RemoteLink Services and all other OnStar Services you use. For clarity, the term “Services” in the OnStar User Terms includes the RemoteLink Services, “Connected Device” includes your Device, “Agreement” includes these Terms, “Wireless Service Providers” includes third parties that provide wireless services in association with RemoteLink Services, and “Software” includes the RemoteLink application that you downloaded to your Device (the “Application”). You should carefully review the OnStar User Terms, summarized below, before accessing or using the RemoteLink Services. We may amend the Terms on the same basis as are set out in the OnStar User Terms;

• It is your responsibility to ensure that all users of your Vehicle know that anyone with access to the RemoteLink Services through your Device may be able to access information about your OnStar account and your Vehicle;

• You will only use the RemoteLink Services when it is safe to do so, in compliance with the law and these Terms;

• You will not use the RemoteLink Services to harass or harm any person, or for any improper, unlawful, or unauthorized purpose (including the unauthorized uses described in Sections 18 and 20 of the OnStar User Terms);

• You may cancel the RemoteLink Services at any time by contacting us at 1-888-4-ONSTAR. You cannot cancel Services simply by Uninstalling the Application from your Device. We may cancel the RemoteLink Services as set out in the OnStar User Terms. Cancellation of the RemoteLink Services does not cancel or terminate the OnStar User Terms with respect to any other OnStar Services;

• If you sell or transfer your Vehicle, you must notify us by pressing the blue OnStar button in your Vehicle or by calling us at 1-888-4-ONSTAR and you must stop using Services for that Vehicle. You may not use the RemoteLink Services in respect of a Vehicle for which you are not the owner or authorized by the owner, and doing so may result in civil liability and/or criminal charges;

• We may collect, use, and share information about you, including the location of your Device or your Vehicle as described in the RemoteLink Privacy Statement available at https://www.onstar.com/web/portal/privacy?q=1. THIS INCLUDES THE COLLECTION OF INFORMATION RELATING TO THE GEOGRAPHIC LOCATION AND SPEED OF YOUR VEHICLE AND/OR YOUR DEVICE;

• If a dispute arises, you will resolve it with us through individual arbitration as set out in the OnStar User Terms;

• We are not responsible for the acts of third parties who may access the RemoteLink Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the RemoteLink Services and your information;
• The following section does not limit Section 10 of Quebec's Consumer Protection Act, if such legislation is otherwise applicable. Your use of the RemoteLink Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, such as the wireless services provided for your Device by your wireless carrier, and map and data services provided by Telenav, Inc that are governed by terms posted at www.telenav.com/legal/terms/gm/. We cannot guarantee the reliability or security of these third party services and we are not responsible for any damages caused by these third party services, such as any loss of personal information through third party network services;

• These terms grant you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the RemoteLink Services solely with your Device, throughout the United States and Canada, subject to your compliance with the Agreement. The Application is licensed, not sold, to you, solely for your personal use. OnStar retains all right, title, and interest in and to the Application, the RemoteLink Services and all related data and information, including intellectual property and proprietary rights and interests;

• In the event of any conflict between these Terms and the OnStar User Terms, these Terms will govern for any access or use of the RemoteLink Services. The reference to “Connected Device” in Section 15.2 and in the last subsection of Section 18 of the OnStar User Terms does not apply to your Device;

• Neither BlackBerry Commerce, Wireless Service Providers, nor any third-party merchants of record for any purchases you may make using the Application Services shall have any liability whatsoever in relation to your use or possession of the Application, including without limitation in relation to the use, distribution, performance, or non-performance of the Application. BlackBerry Commerce, Wireless Service Providers, and third-party merchants of record are third-party beneficiaries of this provision; and

• Our liability to you, and your recourse against us, for the RemoteLink Services are limited as set out in the OnStar User Terms.

If you have any questions, comments or complaints regarding the RemoteLink Services, or you want to cancel the RemoteLink Services, feel free to contact us at any time by pressing the blue OnStar button in your OnStar equipped Vehicle, emailing us at TTY@OnStar.com, mailing us at OnStar Subscriber Services, P.O. Box 455 Station A, Windsor, ON N9A 6L7, or calling us at 1.888.4.ONSTAR (1.888.466.7827), or for TTY users (hearing/speech impaired): 1.877.248.2080.

Ce document est également disponible en français.

Summary of OnStar User Terms

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

• You will only use the Services when it is safe to do so, and you will only use them in compliance with the law and the OnStar User Terms;

• If others use the Services through your user account or Vehicle, you will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;

• We may suspend or discontinue your access to some or all of the Services;

• We may access, modify, update, or upgrade the software used to deliver the Services or used by your Vehicle operating system, or used in any pre-installed mobile app without additional notice or consent as more specifically provided for in the OnStar Software Terms;

• We have certain rights to use and share the information or materials you provide us, as defined in these User Terms and the OnStar Privacy Statement;

• If you access or use any third party products or services, the terms associated with those third party products or services will also apply, and you will not hold OnStar responsible for your access or use;

• The Services are provided “as is” and are limited by matters outside our control. Unless expressly provided in the OnStar User Terms, we make no representations, conditions or warranties for the Services or for their availability, and we are not liable for the use or any lack of availability of the Services; and

• We may modify the OnStar User Terms at any time and the modifications will become effective upon posting on our Website or when we notify you, whichever occurs first.

RemoteLink User Terms (Windows Phone) - Canada

Welcome to RemoteLink! RemoteLink is a service provided by General Motors of Canada Company (formerly known as General Motors of Canada Limited) operating as OnStar, or its affiliates ("OnStar" or “we” or “us”) , that allows you, through the Windows Phone device that you own or are the authorized user (your “Device”), to view diagnostic information of your OnStar-equipped eligible vehicle (your “Vehicle”) and to issue commands to your Vehicle, such as door lock/unlock and remote engine start commands (if your Vehicle has these automated features). These services (the “RemoteLink Services”) may be available while your Vehicle is connected to OnStar through the OnStar Basic Plan, through a service trial period that we may offer from time to time, or through a paid service plan. If your Vehicle is only connected through the OnStar Basic Plan (which is available for the first five years after the original Vehicle purchase date), only a limited set of the RemoteLink Services (referred to as “KeyFob Services”) are available for properly equipped Vehicles. To find out the availability of
services for your Vehicle, and the remaining term in your 5 years of KeyFob Services, contact us as set out below. Further details and limitations of the RemoteLink Services and the KeyFob Services are available at www.onstar.com/remotelink.

When you click “I Accept”, or when you access or use the RemoteLink Services on your Device, you agree to the following:

• The OnStar User Terms located at https://www.onstar.com/web/portal/termsconditions?g=1 as supplemented by these RemoteLink User Terms (the “Terms”) are binding between you and us and govern your access and use of the RemoteLink Services and all other OnStar Services you use. For clarity, the term “Services” in the OnStar User Terms includes the RemoteLink Services, “Connected Device” includes your Device, “Agreement” includes these Terms, “Wireless Service Providers” includes third parties that provide wireless services in association with RemoteLink Services, and “Software” includes the RemoteLink application that you downloaded to your Device (the “Application”). You should carefully review the OnStar User Terms, summarized below, before accessing or using the RemoteLink Services. We may amend the Terms on the same basis as are set out in the OnStar User Terms;

• It is your responsibility to ensure that all users of your Vehicle know that anyone with access to the RemoteLink Services through your Device may be able to access information about your OnStar account and your Vehicle;

• You will only use the RemoteLink Services when it is safe to do so, in compliance with the law and these Terms;

• You will not use the RemoteLink Services to harass or harm any person, or for any improper, unlawful, or unauthorized purpose (including the unauthorized uses described in Sections 18 and 20 of the OnStar User Terms);

• You may cancel the RemoteLink Services at any time by contacting us at 1-888-4-ONSTAR. You cannot cancel Services simply by Uninstalling the Application from your Device. We may cancel the RemoteLink Services as set out in the OnStar User Terms. Cancellation of the RemoteLink Services does not cancel or terminate the OnStar User Terms with respect to any other OnStar Services;

• If you sell or transfer your Vehicle, you must notify us by pressing the blue OnStar button in your Vehicle or by calling us at 1-888-4-ONSTAR and you must stop using Services for that Vehicle. You may not use the RemoteLink Services in respect of a Vehicle for which you are not the owner or authorized by the owner, and doing so may result in civil liability and/or criminal charges;

• We may collect, use, and share information about you, including the location of your Device or your Vehicle as described in the RemoteLink Privacy Statement available at https://www.onstar.com/web/portal/privacy?g=1. THIS INCLUDES THE COLLECTION OF INFORMATION RELATING TO THE GEOGRAPHIC LOCATION AND SPEED OF YOUR VEHICLE AND/OR YOUR DEVICE;

• If a dispute arises, you will resolve it with us through individual arbitration as set out in the OnStar User Terms;

• We are not responsible for the acts of third parties who may access the RemoteLink Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the RemoteLink Services and your information;

• The following section does not limit Section 10 of Quebec’s Consumer Protection Act, if such legislation is otherwise applicable. Your use of the RemoteLink Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, such as the wireless services provided for your Device by your wireless carrier, and map and data services provided by Telenav, Inc that are governed by terms posted at www.telenav.com/legal/terms/gm/. We cannot guarantee the reliability or security of these third party services and we are not responsible for any damages caused by these third party services, such as any loss of personal information through third party network services;

• These terms grant you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the RemoteLink Services solely with your Device, throughout the United States and Canada, subject to your compliance with the Agreement. The Application is licensed, not sold, to you, solely for your personal use. OnStar retains all right, title, and interest in and to the Application, the RemoteLink Services and all related data and information, including intellectual property and proprietary rights and interests;

• In the event of any conflict between these Terms and the OnStar User Terms, these Terms will govern for any access or use of the RemoteLink Services. The reference to “Connected Device” in Section 15.2 and in the last subsection of Section 18 of the OnStar User Terms does not apply to your Device;

• Microsoft and its affiliates, vendors, agents, and suppliers make no warranty with respect to the Application and shall not be responsible for addressing any claims related to the Application, its associated information, or your possession or use of the Application. Microsoft, your Device’s manufacturer, and Wireless Service Providers have no obligation whatsoever to furnish any maintenance and support services for the Application; and

• Our liability to you, and your recourse against us, for the RemoteLink Services are limited as set out in the OnStar User Terms.

If you have any questions, comments or complaints regarding the RemoteLink Services, or you want to cancel the RemoteLink Services, feel free to contact us at any time by
pressing the blue OnStar button in your OnStar equipped Vehicle, emailing us at TTY@OnStar.com, mailing us at OnStar Subscriber Services, P.O. Box 455 Station A, Windsor, ON N9A 6L7, or calling us at 1.888.4.ONSTAR (1.888.466.7827), or for TTY users (hearing/speech impaired): 1.877.248.2080.

Ce document est également disponible en français.

Summary of OnStar User Terms

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

• You will only use the Services when it is safe to do so, and you will only use them in compliance with the law and the OnStar User Terms;

• If others use the Services through your user account or Vehicle, you will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;

• We may suspend or discontinue your access to some or all of the Services;

• We may access, modify, update, or upgrade the software used to deliver the Services or used by your Vehicle operating system, or used in any pre-installed mobile app without additional notice or consent as more specifically provided for in the OnStar Software Terms;

• We have certain rights to use and share the information or materials you provide us, as defined in these User Terms and the OnStar Privacy Statement;

• If you access or use any third party products or services, the terms associated with those third party products or services will also apply, and you will not hold OnStar responsible for your access or use;

• The Services are provided “as is” and are limited by matters outside our control. Unless expressly provided in the OnStar User Terms, we make no representations, conditions or warranties for the Services or for their availability, and we are not liable for the use or any lack of availability of the Services; and

• We may modify the OnStar User Terms at any time and the modifications will become effective upon posting on our Website or when we notify you, whichever occurs first.

Software Consent

The RemoteLink app permits you to connect to your GM vehicle remotely. RemoteLink gives you remote control of certain features of your vehicle (such as remote start and door lock/unlock), lets you view real-time diagnostic information (such as fuel levels and tire pressure) of your vehicle, get directions, connect to OnStar, and more. The app is available for iOS®, Windows®, and select Android™ and BlackBerry® devices. An active OnStar service plan and compatible vehicle are also required.

By clicking “I ACCEPT”, you consent to General Motors of Canada Company (formerly known as General Motors of Canada Limited), operating as OnStar (PO Box 4055, Station “A”, Windsor, Ontario, N9A 6L7) and OnStar, LLC (PO Box 1027 Warren Michigan USA 48090-1027; +1.888.4.ONSTAR) (“OnStar” or “we” or “us”) accessing the device that you own or are the authorized user of (your “Device”) for the installation of the RemoteLink Software (the “Software”), and any updates, or upgrades to the Software, on your Device. The Software (and any updates or changes may (i) affect or erase data or settings that you have stored in your Device; (ii) collect personal information (as described in the RemoteLink privacy statement or as separately disclosed at the time of installation); or (iii) cause a system to communicate with OnStar's servers automatically to collect information about your Device, identify if updates or upgrades are available or to deliver updates or upgrades. We are not responsible for any affected or erased data, preferences, or settings due to a Software update or upgrade.

You agree that OnStar may remotely deliver future updates or upgrades to the Software to your vehicle without any further notice or consent. If OnStar provides further notice or request further consent to a Software update or upgrade, the notice or consent may be received or provided by you or any authorized user of your Device, and such notice or consent is sufficient for you and all authorized users of your Device. The person receiving or providing that notice or consent is responsible for notifying you and all authorized users of the notice and of his or her consent.

You may withdraw your consent to Software updates or upgrades at any time. To request removal or disabling of this app under certain conditions, please contact us as set out above.